



The Legal Bit

Together Energy's Terms and Conditions

(I know we said we were committed to plain English. The government made us do this!)

Terms and Conditions

1. Key words and what they mean.

1.1 This contract is between you and Together Energy (Retail) Limited.

We are Together Energy. Related expressions like “us” or “our” should be read accordingly and may also include third parties acting on our behalf. Our address is Together Energy, Erskine House, North Avenue, Clydebank G81 2DR.

You are the person who either signed up to take a supply from us, is taking a supply from us, is the owner/occupier of property at which a supply is being taken from us, or is the secondary account holder who has consented to being added to the primary customer’s account.

1.2 When we refer to the supply (or similar expressions), we mean the sale by us to you of gas and/or electricity via a gas transportation network or an electricity distribution network (as applicable).

1.3 When we refer to the property, we mean the property or premises at which the supply will be made.

1.4 When we refer to a working day we mean any day other than a Saturday, a Sunday or a bank holiday in England, Scotland or Wales.

1.5 Our contract starts from when we agree to take over your supply, or when you start to take a supply from us, whichever happens first.

2. Customer Responsibilities

You promise that:

2.1 You either own or live in the property.

2.2 You are allowed to sign up to this contract for the property.

2.3 The property is connected to mains gas or electricity, or both (as applicable).

2.4 You will use the supply for domestic purposes only. If you’re not using the supply for domestic purposes, or if you use more than 73,200kWh of gas per year, we can automatically move you onto what we consider is the appropriate non-domestic tariff and the terms and conditions of that tariff will apply instead of this contract.

2.5 You will keep your contact details (including email address and mobile phone number) up to date. We will use these details to contact you with information about your account, and (if you have opted in to receiving it) to send promotional information.

3. Our Plans and Tariffs ³ Fixed and variable.

3.1 Your contract will be for either a fixed tariff or a variable tariff.

3.2 A fixed plan is for one of our fixed term and/or fixed rate tariffs.

3.3 A variable plan is for one of our variable rate tariffs

3.4 Key details for fixed and variable rate plans:

- (a) We will not increase the charges you pay under your contract while you are on a fixed plan unless your contract changes – see Section 19,
- (b) We may increase the charges you pay under a variable plan by providing you with 30 days' advance notice,
- (c) If you are on a fixed plan you can cancel your contract during the cooling off period (the first 14 days) after your agreement date, without incurring a termination fee (see section 14),
- (d) If you are on a variable plan you can cancel at any time without incurring a termination fee (see Section 14),
- (e) If you are on a fixed plan we may not allow you to switch to another new fixed plan at Together Energy, or we may charge you a fee to do so – for example, if after six months of your current 1-year fixed plan Together Energy launches a new fixed plan that you want to switch to,
- (f) If you are on a variable plan and we withdraw it from new and renewing customers, we will move you onto the cheapest variable plan that is available at the time.

3.5 You must email or phone us to cancel your contract, whether it's a fixed plan or a variable plan.

3.6 You may be on a deemed contract, which means that:

- (a) You are on a contract that you have not actively agreed with us, but exists between you and us automatically because you are taking a supply. Examples of this include but are not exclusive to:
 - (i) Your previous energy supplier has ceased trading, and Together Energy has been appointed as the Supplier of Last Resort in order to safeguard your energy supply. You will know if Together Energy is taking over your supply in this circumstance as your previous supplier will contact you to let you know what is happening.

Further information on what happens if your previous supplier fails can be found on Ofgem's website through the following link:

<https://www.ofgem.gov.uk/consumers/household-gas-and-electricity-guide/extra-help-energy-services/ofgem-safety-net-if-your-energy-supplier-goes-out-business>

- (ii) You have moved into a property that is supplied by Together Energy but you have not provided us with relevant customer details. This includes but is not limited to information allowing for the setting up of a Direct Debit to pay for your energy usage.

4. Switching to Together

4.1 You agree that we're allowed to tell your existing supplier to end your contract with them and to switch the supply to us.

4.2 We aren't responsible for any debt or other outstanding charges you may have to pay your previous supplier.

4.3 We'll make every effort to complete your switch to us and begin the supply within 21 calendar days from the date we tell your previous supplier, although this could be delayed because of reasons outside our control.

4.4 We'll let you know when we expect your switch to happen. However, the start date we give you is an estimate only and may be changed for reasons outside our control. On some occasions the start date for gas and electricity may be different.

4.5 We can also change the start date for the supply if:

(a) We don't have all the information we need to complete your switch (including the answers to any questions we've asked you),

(b) Or you tell us you've changed your mind,

(c) Or you ask us to start making the supply at a later date.

4.6 Meter reads.

(a) We will require an opening meter read when you join Together Energy, if we do not receive an opening meter reading we reserve the right to increase your Direct Debit in line with industry expected consumption, or by 20% of your monthly Direct Debit, whichever is greatest.

(b) Together energy will request a read from you at least quarterly. if we do not receive at least one read per meter every 4 months, we reserve the right to increase your Direct Debit to be in line with industry forecasted consumption or by 25% of your monthly Direct Debit, whichever is greatest.

4.7 If you are on a fixed plan, your charges, but not necessarily your monthly costs, will remain the same for the duration of your contract (for example, 12 months) from the start date of your supply.

5. Renewing or Leaving

5.1 We will send you a "statement of renewal" (also known as a "contract expiry notice") between 42 and 49 days before your fixed plan is due to end, informing you of the options available to you.

5.2 If your fixed plan ends and you've asked us for a new fixed plan, we'll start a new contract with you for the new fixed plan on the date the old one ends.

5.3 If your fixed plan ends and you haven't agreed with us a new fixed plan, we will automatically transfer you to the cheapest variable plan available for your meter type and payment method until you switch to a new supplier or you start a new fixed plan with us.

5.4 If you are transferred to our cheapest variable plan you may be charged higher unit prices and standing charges, and these charges could change at any time – see section

3.4 above for further details.

5.5 If you decide to leave us and we hear from your new supplier within 20 working days after your fixed plan ends, or if you enter into a new plan with us in the same period, we'll keep your charges the same until you switch or start the new plan (as applicable). If you decide to leave us and we hear from your new supplier within 20 working days of your contract end date, we will keep your charges the same.

5.6 If you leave us and do not provide a final meter read, either directly or through your new supplier, we reserve the right to hold on to any credit accrued on your account. Once a read has been confirmed we will refund any credit within 10 working days of your receipt of final bill.

6. Meters; your responsibilities.

6.1 Your meter will be either a credit meter or a prepayment meter.

A credit meter is a meter that does not have to be topped up in advance in order for the supply to be made, and includes a smart meter in credit mode.

A prepayment meter means a meter that has to be topped up in advance in order for the supply to be made and includes a smart meter in pre-payment mode. Sometimes a prepayment meter can be installed to repay debt.

6.2 You are responsible for ensuring your property has an appropriate credit meter or prepayment meter installed that meets all the following requirements:

- (a) It is capable of measuring the energy supplied to your property,
- (b) Maintenance and legal compliance checks are carried out for all pipes, equipment, wires and other fittings,
- (c) It is suitable and meets industry standards for safety and accuracy.

6.3 You are responsible for ensuring that your metering equipment is not lost, stolen or damaged. In this contract metering equipment means the meter itself and all equipment required to operate your credit meter or prepayment meter.

6.4 If you discover any damage, fault or other issue with your metering equipment, you must tell us immediately.

6.5 We are allowed to install, maintain, read, disconnect, repair or replace any metering equipment. You must not prevent access for these activities.

6.6 You must pay our reasonable costs in connection with removing, inspecting, replacing or repairing the metering equipment at your property (for example, if your payment method is changing – see section 8 below), except if the loss or damage has been caused by something we have done or failed to do.

6.7 You agree to give us or anyone acting on our behalf safe access to your property and all metering equipment. If there are obstructions preventing us accessing your metering equipment, you must remove them.

6.8 If you have a smart meter that we can read without coming to your property, you agree that:

- (a) We may remotely repair and update it,
- (b) We may switch it from credit mode to prepayment mode or disconnect your supply (or both) – we will notify you before any of these things happen.
- (c) We may use information from it to work out your bill and offer you appropriate tariffs and other products (including via any associated in-home display device), and monitor your energy usage,
- (d) Any equipment provided (such as an in-home display unit) should not be removed from your property without our consent.
- (e) From time to time the information from your smart meter may not correctly reflect the amount of energy that you have used. In such circumstances, we reserve the right to apply the correct charges which will be applied to your smart meter or reflected in a separate bill.

7. Payments and charges.

7.1 You are responsible for paying us for the supply until your contract with us ends, and also paying any charges or debts you have accrued which remain outstanding after your contract ends which have not been taken on by your new supplier.

7.2 We'll calculate the charges for your supply using:

(a) If you have a credit meter, any up to date meter readings you've given us, or, if you haven't given us an up to date reading, estimated readings using industry standard calculation.

(b) The gas/electricity you've consumed in kilowatt hours (kWh),

(c) A daily standing charge for each fuel supplied at your property

(d) If you're on a fixed plan, the charges that applied to your fixed plan on the date you signed up,

(e) If you're on a variable plan, the charges that applied to your variable plan for the period in which you consumed the gas/electricity,

7.3 If you have a credit meter, you must pay the amount shown on your bill in accordance with your chosen payment method – see section 8 below.

7.4 If you have a prepayment meter, you must top up your meter in advance in order to receive the supply, and we'll deduct charges for the supply from the amount you top up.

7.5 We'll add VAT to our charges at the applicable rate (currently 5% for energy usage, 20% for any other charges you incur.

7.6 If you have a prepayment meter and we have to pay any amounts owed to your previous energy supplier(s) in connection with their supply to you, we will be able to recover these amounts from you upon request.

7.7. We will not bill you or otherwise seek to recover charges from you for electricity and/or gas usage, which we have supplied to you (including via a prepayment meter), where those charges are older than 12 months old. Please note that each case is looked at on it's own merits and this may not apply to you if you:

a) Have been using the gas or electricity supply but have made no attempt to contact us to arrange payment. This includes moving into a property and making no attempt to let us know you are the new tenant or homeowner

b) Have wilfully avoided payment

c) Have not co-operated with attempts to obtain meter readings or resolve queries requested by us. This includes failing to allow access to the property or failing to respond to requests for meter details or meter readings.

8. Payments and charges – your payment method.

8.1 The payment methods available are as follows:

(a) Direct debit, which means paying for your supply in advance each month by direct debit, where we set the amount of your direct debit. See sections 8.3 and 8.4 below for details.

(c) Paying via your prepayment meter – see section 8.9 below for details,

(d) Standard credit, which means paying in arrears by cash, cheque or postal order.

8.2 By signing up to or switching to one of our fixed plans or variable plans for credit meters, or being under a deemed contract with a credit meter, you are agreeing by default to pay by standard direct debit unless you choose a different payment method. All of our tariffs are based upon payment by direct debit. If you move to an alternative payment method, we reserve the right to increase your tariff.

8.3 Paying by direct debit means:

(a) You agree to keep your account in credit by paying for the supply in advance,

(b) You agree to contact us before the direct debit is taken from your bank account if you believe your bill is incorrect,

(c) We will carry any debit or credit balance forward to the next month's bill,

(d) You must give us an up-to-date meter reading at least every 90 days (unless you have a smart meter and we receive readings automatically).

8.4 Paying by standard direct debit means:

(a) Your monthly standard direct debit amount will be based on the amount of energy we think you'll use each year of your contract divided by 12, and if it's your first year and you sign-up between October – March, inclusive, we can increase the standard direct debit amount by up to 25% to cover additional usage in the winter months,

(b) We aim to review your standard direct debit at least twice a year, to make sure you are paying enough to cover the energy you use, or offer to reduce your standard direct debit if it's too high,

(c) If we find your account in debt during the review process described in (b), we will increase your direct debit to the sum of; your projected annual spend divided by 12 and any outstanding debt on your bill divided by either 4 or 6, depending on how many months are left on your contract.

(d) We will not reduce your standard direct debit payments unless we have up-to-date meter readings for your account.

8.5 By signing up to or switching to one of our fixed plans or variable plans for prepayment meters, or being under a deemed contract with a prepayment meter, you are required to have a prepayment meter and you are agreeing by default to pay via your prepayment meter. There may be additional charges for choosing this payment method.

8.6 If you pay by standard credit, we may run a credit check on you and the result of this credit check may mean you are not eligible to pay by this method. If you are eligible to pay by standard credit, your bill is due on the date shown on the bill and must be paid in full.

8.7 We may require a security deposit before we begin to process your switch from another supplier and/or begin your supply or if you are changing payment methods. A security deposit is an amount that we might ask you, in certain circumstances, to pay as security for payment of charges under this contract. It isn't put towards your bill unless you don't pay on time, and it's kept in an account separately from our money but mixed in with other customers' security deposits. The following terms will apply to taking security deposits:

- (a) The amount of security deposit will depend on your individual circumstances and the likely value of your monthly bill,
- (b) Your contract with us won't come into effect until we have received the security deposit in full. We may refuse to start the supply until the security deposit is paid, or we may stop supply if we have to use the security deposit to pay one of your bills. If the start date of your supply is delayed because you have not paid the security deposit, we aren't responsible for any charges you have to pay your old supplier,
- (c) Based on individual circumstances, throughout your contract we may change the amount held as a security deposit in your account. This may be based on a credit assessment and/or payment history – see section 9 below,
- (d) You can pay using a prepayment meter or one of our other payment methods if you would prefer not to give a security deposit.

8.8 If you are in debt and don't repay us, or if you don't comply with the conditions for your chosen payment method:

- (a) We may install a prepayment meter in your property,
- (b) We may notify you and move you to a different tariff for prepayment meters,
- (c) You may pay higher unit prices or standing charges on this different tariff

9. Credit checks and sharing your information

9.1 We reserve the right to carry out-without providing a reason- credit checks on any customer with a Together Energy account.

9.2 We may carry out a credit check on you if:

- (a) You are an existing customer and miss a payment; or
- (b) If you are a new customer and we have any reason to believe there is a debt risk associated with us taking you on as a customer, including where we receive an objection from your existing energy supplier when we contact them to switch you to our services; and; in doing so, we may share your personal information with credit reference agencies and/or fraud prevention agencies.

9.3 Information supplied to us when you enquire about becoming a Together Energy customer, when you sign up as a Together Energy customer or otherwise during your customer journey may be used to:

- (a) Verify your identity,
- (b) Make decisions on credit and credit-related services that we may provide to you (any person named on your Together Energy account), other members of your household or your business (including decisions on the appropriate payment method for your charges),

- (c) Use scoring methods to assess your application and help us choose what plan and payment method is right for you,
- (d) Prevent crime, fraud and money laundering,
- (e) Check the operation of your credit-related accounts,
- (f) Manage your personal and/or business (if you have one) credit or credit-related account or other facilities by the credit reference agency,
- (g) Trace your whereabouts and recover debts that you owe.

For more information about the way we use your information throughout the customer journey, including in connection with credit checks, please see our Privacy Policy.

9.4 At Together Energy we accept all of our customers at face value – we will only carry out a credit check for the reasons explained in clause 9.1 above. When we carry out a credit check, it will leave a footprint and could have an impact on your future credit applications.

9.5 Based on your credit check, we may ask you for a security deposit or to pay via prepayment meter.

9.6 If you fail to pay us any money you owe this information may be passed to credit reference agencies and/or fraud prevention agencies. The credit reference agencies keep records for six years after:

- (a) Your account has been closed, or
- (b) You pay the debt; or
- (c) Someone takes action against you to recover the debt.

9.7 Details of the credit reference agencies operating in the UK (the ones we use and share your data with) are set out below.

These agencies are also data controllers in relation to the information about you which we provide to them – which means they are responsible for deciding how to use your data. You can contact the agencies for more information about what details they hold about you and how they are using that information. The information each agency holds may be different from what the others hold (and what Together Energy holds) the same so it is worth contacting them all. They may charge you a small fee and you will be able to find out more information about your rights within each agency's privacy policy.

CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414.

Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 08700100583 or log on to Equifax

Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to Experian.

We will only use your personal data in accordance with our Privacy Policy which you can read at: togetherenergy.co.uk/privacy-policy

10. Payments and charges.

10.1 From time to time you may need to pay additional charges relating to any of the following:

- (a) Testing the accuracy of your meter. We'll tell you what this cost will be at the time, and we'll provide a breakdown of the costs if you ask us for one. If you call us out and your meter proves to be faulty, we'll reimburse you for the call-out. If the meter is operating correctly you will have to pay for the cost of call-out.
- (b) Repairing or replacing your metering equipment under section 6 above,
- (c) Changing the position of a meter at your property,
- (d) Disconnecting or reconnecting your supply,
- (e) Replacing payment cards or keys, if you have a prepayment meter,
- (f) Charges we are required to pass on to our customers by law or regulation, or a regulatory authority (such as Ofgem),
- (g) Any reasonable costs we incur (including administration costs) because you failed to meet the terms and conditions of this contract.

Please see our Energy list: togetherenergy.co.uk/energy-charge-list for further details of our charges.

11. Late Payments.

11.1 If you're having trouble paying your bill, and you engage with us before the payment due date, we will not charge you missed payment fees. It is our policy to engage in conversation on all late payment matters and, whenever possible, to arrive at solutions agreeable to both Company and customer. So please call us on 0333 150 1699. You can also visit our website for more contact options: <https://togetherenergy.co.uk/contact-us>.

11.2 If you don't pay your bill on time:

- (a) We can add the amount of your debt to your next bill or, if you have a prepayment meter, we can deduct a contribution towards your debt from any top-ups you make,
- (b) If your payment method is direct debit, we can charge you £20 for the first missed payment and for each missed payment after that,
- (c) We can install prepayment meters at your property under warrant from the Sheriff Court without your permission,
- (d) We can temporarily suspend or permanently disconnect the supply under warrant (if necessary) from the Sheriff Court without your permission,
- (e) We can charge you interest at 4% per year above the current Bank of England base rate, which will be charged monthly on the overdue amount you owe until you pay the overdue amount plus interest,
- (f) We may install a prepayment meter and move you to a different tariff – see section 8.12 for details.

Please see our Energy Charges list: togetherenergy.co.uk/energy-charge-list for further details of our charges.

11.3 If you accrue a debit balance we may take the following actions:

(a) Offer you a payment plan according to your personal circumstances

(b) Refer you to the Department of Work and Pensions, and the Fuel Direct scheme

(c) Replace your existing meter with a Smart Meter

(d) Recover from you all costs incurred by us in pursuing your non-payment, including bank charges due to cancelled or failed payments, the cost of visiting you, including through any debt collection agency, getting a warrant to enter your property, and installing a Smart Meter which we can switch into prepayment mode

(e) Take such steps as are necessary to recover the sums due to us, which may include employing a debt collection agency

12. Refunds

12.1 If you are eligible for a refund, our refund policy

(<https://togetherenergy.co.uk/refunds-policy>) will apply. This includes you having to submit your meter readings first, if you don't have a working smart meter.

12.2 You will get your refund within ten working days of your request being accepted, unless we've arranged something else with you. We'll pay it into the bank account you use for your direct debit unless you ask us to pay it into another account.

12.3 If you're switching away from us, you'll receive a refund once we've received meter readings from you or your new supplier and sent you your last bill.

13. Moving house

13.1 If you're moving house and tell us at least two working days before you move, your contract end date will be the day you move out.

13.2 If you tell us after you've moved, or once we hear first from the person who's moved into the property, your contract end date will be two working days after you tell us or we hear from the new occupier.

13.3 You are responsible for paying all charges incurred:

(a) Up to and including your contract end date, if you've told us you're moving, or

(b) When someone else takes responsibility for the supply, if you haven't told us you're moving.

13.4 You must give us your final meter reading(s) and your new address so we can send you a final bill unless you have a working smart meter, in which case we will take a final reading from your smart meter remotely. If you don't provide your final meter reading(s) we will use the new occupant's reading or our reasonable estimate to generate your final bill.

13.5 If you ask us to provide a supply at your new home, we'll cancel your existing contract and set up a new contract for your new property, which will take effect in accordance with sections 2, 3 and 4.

14. Cancelling your contract

14.1 This section explains when you may need to pay us a termination fee for each fuel you receive from us (gas/electricity) as part of the supply. For details of our current termination fee please see our Energy Charges list: togetherenergy.co.uk/energy-charge-list. We will always tell you if a termination fee applies to a plan you're switching to.

14.2 If you leave us after the cooling off period of your fixed plan contract, we may charge a termination fee

14.3 You do not have to pay us a termination fee if:

(a) You have to end your fixed plan contract because you have moved house and are taking our supply with you,

(b) You are leaving us after you have received a statement of renewal from us but before your fixed plan contract ends,

(c) You are leaving us because you do not agree with changes we've made to your contract under section 15.3,

(d) You are moving from a variable plan to another plan.

14.4 Other than the situations set out above, we reserve the right to charge a termination fee. This includes moving away from a fixed plan– in this case we will determine at our discretion whether or not to allow the move (see section 3.3(e)) or charge a termination fee.

14.5 If you end your contract without switching, we'll notify you and you'll automatically move onto our cheapest available variable plan. This is an Ofgem requirement.

14.6 If you're switching to a new supplier, you don't need to tell us yourself – your new supplier will contact us to cancel your contract on your behalf under Ofgem's rules.

14.7 If you agree to pay by direct debit and then cancel your direct debit, we can end your contract early. If this happens, we have to move you onto the cheapest variable plan under Ofgem's rules.

14.8 If you're switching away from us for any reason and you have a prepayment meter, we can object to the switch if you owe us money, unless your new supplier agrees to take on the debt or you pay us within 30 working days of receiving notice that we've blocked your switch. If you're paying by any method other than via a prepayment meter, we can block a switch for any amount of debt.

14.9 If you have outstanding debt and you request to switch to a new provider, we may tell you we're objecting to the switch request. If you clear this debt within 30 working days, we'll keep your charges the same and allow the switch to happen.

14.10 The arrangements contained in Section 14 will survive after the termination of your contract.

15. Changes to your contract

15.1 We can change your contract at any time.

15.2 We will notify you if any changes are made to your contract and make a copy available to you on our website. If you don't have access to the internet and would like a copy in the post, please let us know.

15.3 If we make changes to your contract that are disadvantageous to you, we will give you 30 days' notice to let you know about the changes. If you do not agree with the changes, you can switch to another supplier or start a new plan with us without paying a termination fee.

15.4 None of the following constitutes a disadvantageous change under section 15.3 above:

(a) Changing your payment method (for example, from flexible direct debit to standard direct debit),

(b) Increasing additional charges under section 10,

(c) Moving you automatically onto a variable plan in accordance with this contract

(d) Changing or withdrawing any benefits in accordance with this contract,

(e) Increasing the VAT you pay,

(f) Making changes to the contract if we are required by Ofgem's rules to make them.

15.5 If you ask us, we can add another person to your contract so that they can administer your account on your behalf. We can't make that person financially responsible for your supply unless they agree to it and they tell us themselves; in which case this contract is automatically amended to make them a party to it from the date they agreed to become a party.

16. Prepayment Metering

16.1 If you pay your charges by prepayment meter, you must ensure that your meter has enough credit to cover amounts due under your tariff as well as any other charges or amounts owing to us.

16.2 When you pay us less than the charges that are due via your prepayment meter, we may collect the difference by adjusting your prepayment meter to recoup these charges periodically over each subsequent top up until the outstanding balance is cleared, unless you agree to make a one-off payment to us.

16.3 We will not object to you switching to a new supplier if the total amount owing to us is less than £500 per energy type and you agree that these charges will be transferred to your new supplier and that all outstanding charges are paid to us by the new supplier upon your switch to the new supplier's service.

16.4 If you have a prepayment meter we will not send you bills but we will send you a statement once a year showing you how much energy you have used based on either actual or estimated meter readings.

16.5 If you fail to pay the charges due under these terms and conditions, we may require you to use a prepayment meter. If we have to install a prepayment meter, we can charge you our reasonable costs for the work. If we have to install a prepayment meter, you might have to pay higher charges for electricity and gas.

16.6 You must keep the card, key or token we give you for your prepayment meter safe. If it gets lost or damaged, you might have to pay the reasonable costs of replacing it.

16.7 If you owe us money, we can agree to let you pay it back by paying more on your meter than the cost of the energy you're actually using.

16.8 If we change our gas or electricity prices, there might be a short delay before the new prices show up on your meter after the price change takes effect. The next time you top up after the prices change, your card, key or token will be updated with the new price and when you put your card, key or token in the meter after that top up, the new price will show up.

17. Disconnecting of your supply

17.1 We can suspend or disconnect the supply if you haven't paid your bill on time, and we will restart it as soon as possible once the bill has been paid.

17.2 If we have had to suspend or disconnect the supply, we can ask for a security deposit before we restart or reconnect it. For more information about security deposits, see section 8.11.

17.3 If we ask you, you must reimburse us for the cost of suspending or disconnecting the supply, as well as the cost for restarting or reconnecting it.

17.4 We reserve the right to terminate your contract if we believe that you are behaving inappropriately or in violation of applicable laws or regulations; for example if you are verbally abusive or behave offensively towards our staff.

18. Our liability.

18.1 All liability under law is at all times included, either within the items outlined below or beyond these.

18.2 Our liability (including for negligence and breach of statutory duty) is limited to £10,000 for each unconnected event that we're directly responsible for, or £10,000 in total for any connected series of events that we're directly responsible for, and which has caused you loss or damage.

18.3 We aren't liable for any loss or damage (including negligence and breach of statutory duty) that we couldn't reasonably have expected would result from breach of this contract at the time you entered into it.

18.4 If we're liable for a loss caused by a gas transporter or electricity distributor, our liability (including for negligence and breach of statutory duty) is limited to the amount we're entitled to recover from them on your behalf.

18.5 If we're required or entitled to take action under our gas supply licence, electricity supply licence or any other rules that are binding on us, we won't be in breach of this contract.

18.6 We can't guarantee that the supply will be uninterrupted.

19. Emergencies & safety

19.1 If you have a gas emergency, you must report it on 0800 111 999.

19.2 If you have an electricity emergency, you must report it to your local electricity distributor by calling 105.

19.3 You must not use the supply in any way that endangers people or property, or that could interrupt the gas supply of any other property.

19.4 We can restrict the supply if we think you are using it in a way that is unsafe or if we are required to by any legal or other requirement that is binding on us.

20. Our complaints procedure and your rights.

20.1 You can submit a complaint in person, in writing or over the phone by:

(a) Calling us on 0141 846 1520,

(b) Writing to us or visiting us at: Together Energy, Erskine House, North Avenue, Clydebank, G81 2DR.

(c) Emailing us on support@togetherenergy.co.uk

20.2 We will aim to respond to your complaint the same day we receive it. If you're not happy with our response, you can ask for your complaint to be escalated to our internal complaints team, who will be in touch within five working days.

20.3 If our complaints team doesn't resolve your complaint to your satisfaction, you will receive a final response (called a "deadlock letter"). This will detail what has happened with your complaint and what we have suggested; we will also provide you with contact details for the Energy Ombudsman. They are an independent organisation who you can ask to pick things up for you, for free. If they decide that we should do something for you, we legally have to do it (but if they think there is something you should do, you do not have to go with their decision).

20.4 You can also find other useful information on your rights and what we can do to help, including details of the Priority Services Register and how to sign up at togetherenergy.co.uk

20.5 It's easy to get free, independent advice so that you know your rights as an energy consumer. You might want to get a better deal, find out how to make a complaint, get advice about the quality of your electricity or gas supply, or ask for help if you're struggling to pay your bills. Visit the "Know your rights" section of www.citizensadvice.org.uk/energy for up-to-date information or contact the Citizens Advice consumer service on 03454 04 05 06.

21. National Terms of Connection

21.1 Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights.

The NTC is a legal agreement. It sets out rights and duties in relation to the connection where your network operator delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF. You can also phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

22. Other conditions

22.1 We can transfer any of our rights or obligations under this contract without your permission. However, you must not transfer your rights or obligations under this contract to anyone without our permission.

22.2 If we are unable to continue supplying our customers, Ofgem may give a “Last Resort Supply Direction”. This means that you could be transferred to another supplier, and your supply will not be interrupted.

22.3 If we need to give you a notice in connection with this contract, we may deliver it by hand or use the postal address and/or email address you have given us most recently.

(a) If we post a notice to you, it will be assumed to have been delivered two working days after it was posted,

(b) If we deliver a notice to you by hand or by email, it will be assumed to have been delivered immediately when it was delivered or sent to the most recent address we have for you (as applicable).

22.4 These terms and conditions, and any documents explicitly referred to in them, are the entire contract between you and us.

22.5 Nothing in this contract affects our legal rights or powers. Nothing in this contract affects any of your statutory rights that can't be excluded by law.

22.6 If any part of this contract is void or unenforceable, the rest of the contract will be unaffected.

22.7 This contract is governed by the laws of Scotland. Or if your property is in England and Wales, this contract is governed by the laws of England or Wales. If there is any dispute between us, it will be dealt with by the courts of England and Wales if your property is in England or Wales, and by the courts of Scotland if your property is in Scotland.