

## Terms and Conditions

All you need to know about joining Tulo

**Last updated: 16th September 2024**

### 1. Our contract

1.1 This contract is between you and us:

(a) **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.

(b) **We, Us** or **Our** is Square1 Energy Limited trading as Tulo Energy (when we are selling you electricity and/or gas). Our address is 71 Graham Road, Malvern, England, WR14 2JS. Our Company Number is 11042192

1.2 When we refer to:

(a) **Your contract start date**, we mean the date your contract starts with us. This will be either the date we agree to take over your supply, or when you start to take a supply from us, whichever happens first.

(b) **A cooling off period**, we mean the period of 14 days from your contract start date. During the cooling off period, you have a legal right to change your mind – see section 15.3.

(a) The **property**, we mean the property or premises at which the supply will be made.

(b) 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).

(c) The **supply start date**, we mean for each fuel you receive from us (gas/electricity), the date from when we become the registered supplier of that fuel to the property.

(d) A **working day**, we mean any day other than a Saturday, a Sunday or a bank holiday in England, Scotland or Wales. All other references to a day refers to a calendar day.

1.3 You must be over 18 to sign up to this contract.

### 2. Your promises

## 2.1 You promise that:

(a) you either own or live in the property;

(b) you are allowed to sign up to this contract for the property;

(c) the property is connected to mains gas or electricity, or both (as applicable);

(d) 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; and

(e) 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.

2.2 You agree to receive all communications from us electronically, including bills, price changes and other information about your account, and any other notices we need to send you. We may send this information to you via the Tulo Energy web portal or your nominated email address.

## 2.3 Section 2.2 won't apply:

(a) where you are on the Priority Services Register (see section 20.5 for more information); or

(b) if we agree with you that we will contact you by post, such as where you don't have access to the internet.

2.4 Unless you are on the Priority Services Register, we may charge you extra for postal communications.

2.5 You must email or phone us to cancel your contract, whether it's a fixed plan or a variable plan, unless you are switching to a new supplier, in which case see section 14.8.

## 3. Our plans and tariffs

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

### Fixed plans

3.2 A fixed plan is one of our fixed term and/or fixed rate tariffs and the terms for a fixed plan under this contract shall apply.

3.3 We will not increase the tariff you pay under your fixed contract for the duration of the contract unless your contract changes – see section 15.

3.4 If you are on a fixed plan we may decide not to allow you to switch to another new fixed plan with us until your current contract term ends, or we may charge you a fee to do so – for example, if after six months of your current one year fixed plan, we launch a new fixed plan that you want to switch to, then we can decide whether or not to allow you to switch to the new plan.

### **Variable plans**

3.5 A variable plan is one of our variable term and/or variable rate tariffs and the terms for a variable plan under this contract shall apply.

3.6 We may increase the charges you pay under a variable plan by providing you with up-to 10 days' advance notice.

3.7 If you are on a variable plan, you can cancel your contract at any time without incurring a termination fee (see section 14).

3.8 If you are on a variable plan and we withdraw it from new and renewing customers, we may move you onto the cheapest variable plan that is available at the time.

### **Deemed contract**

3.9 You may be on a deemed contract, which means that 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.

3.10 You will be on our cheapest available variable plan for the type of meter you have.

3.11 You will not be charged a termination fee if you cancel your contract with us and switch to a different supply.

3.12 Your deemed contract will terminate if you sign up to a fixed or variable plan with us, or if you switch to another supplier.

3.13 You will be responsible for paying all outstanding charges under your deemed contract. Before you switch to another supplier, we may tell you that we object to the switch under section 14.11 if you have not paid all outstanding charges.

## **4. Switching to Tulo Energy**

## Switching from your existing supplier to Tulo Energy

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, unless we have expressly agreed to take on those amounts from your previous supplier (in which case you will be liable to us for those amounts).

4.3 We'll make every effort to complete your switch to us and begin the supply start date within 21 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 supply start date we give you is an estimate only and may be changed for reasons outside our control.

4.5 We can also change the supply start date 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) You tell us you've changed your mind; or

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

4.6 Your 5 day switching window does not start until your application and credit check are complete.

4.7 You agree to submit opening meter readings when we ask you to do so.

## 5. What happens at the end of your fixed plan

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 asked us for 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. We have to do this under Ofgem's rules.

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 3.5 above for further details.

5.5 If you ask us for a new fixed plan and we change the price of that fixed plan before your new contract starts, we will honour the lower charges if you have asked us to change before your new contract starts.

5.6 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).

## 6. Your meter and access to your property

6.1 Your meter will be either a **credit meter** or a **prepayment meter**:

(a) **credit meter** means 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; or

(b) **prepayment meter** means a meter that has to be topped up in advance in order for the supply to be made (whether or not the prepayment meter is being used to recover an overdue debt) and includes a smart meter in prepayment mode.

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; and

(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.

6.6 If you have a traditional meter, or a non-communicative smart meter, we will use best endeavours to take an

accurate meter reading every 12 months at a minimum and to accurately reflect this in your bills.

6.7 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.

6.8 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.

6.9 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 this happens;

(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) you will not remove any equipment provided to you (such as an in-home display unit) without our consent; and

(e) you consent to half-hourly readings (or you can tell us a different frequency if you desire but this may affect tariff eligibility).

## **7. Payments and charges – general**

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) the gas/electricity you've consumed in kilowatt hours (kWh);

(b) a standing charge, for each "Meter Point Reference Number" (MPRN) or "Meter Point Administration Number" (MPAN) registered to your property;

(c) if you're on a fixed plan, the charges that apply to your fixed plan on the contract start date;

(d) if you're on a variable plan, the charges that apply to your variable plan for the period in which you consumed

the gas/electricity; and

(e) 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 meter reading, we will act reasonably to estimate the meter readings (using any available consumption data for the premises and other relevant factors or industry standard methods).

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 domestic energy usage, 20% for any other charges).

## 8. Payments and charges – your payment method

8.1 The **payment methods** available are as follows:

(a) **Direct Debit** (available to Tulo Energy credit meter customers), which means paying for your supply in advance each month by Direct Debit, where we set the amount of your Direct Debit. See section 8.3 below for details;

(b) paying via your **prepayment meter** (available to Tulo Energy customers).

8.2 By signing up to or switching to one of our fixed plans or variable plans for Tulo Energy credit meters, or being under a deemed contract with a Tulo Energy credit meter, you are agreeing by default to pay by Direct Debit unless you choose a different payment method.

8.3 Paying by Direct Debit means:

(a) you must 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);

(e) your monthly Direct Debit amount will be based on the amount of energy we think you'll use during each year of your contract divided by 12 if it's your first year with us, we can increase the Direct Debit amount by up to 25% to cover additional energy use in the winter months;

(f) we aim to review your 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 we think you are paying too much; and

(g) we may decide not to reduce your Direct Debit payments unless we have up-to-date meter readings for your account.

8.4 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're required to have a prepayment meter and you're agreeing by default to pay via your prepayment meter. There may be additional charges for choosing this payment method.

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

8.6 We may require a **security deposit** before we begin to process your switch from another supplier and/or begin your supply or if you're 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 the supply if we have to use the security deposit to pay one of your bills. If the supply start date 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 any payment history – see section 10 below; and

(d) you can pay using a prepayment meter or use one of our other payment methods if you'd prefer not to give a security deposit.



8.7 If your account is in debt and you don't repay us (including under a deemed contract), or if you don't comply with the conditions for your chosen payment method:

- (a) we may install a prepayment meter in your property (or switch your smart meter to prepayment mode); and
- (b) we may notify you and move you to a different tariff for prepayment meters which may mean you pay higher unit prices or standing charges on this different tariff.

8.8 We will not bill you or otherwise seek to recover charges from you for electricity and/or gas which we have supplied to you (including via a prepayment meter), where those charges are older than 12 months old.

8.9 The charges referred to in section 8.8 will take into consideration any payments you have already made.

8.10 Section 8.8 will not apply where you have acted unlawfully or unreasonably.

8.11 If a payment is made to your account which we believe to be fraudulent or has been made erroneously:

- (a) we may debit your account with any processing fee charged by the merchant processor
- (b) we may debit your account with the amount that has been fraudulently or erroneously credited to the account; and
- (c) We can decide whether to:
  - (i) require payment of the debt immediately; or
  - (ii) allow you to repay the debt in daily instalments.

## 9. Friends and Family Referral Scheme

9.1 We reserve the right to change or cancel any terms of our Referral Scheme without prior notice. In the event of a dispute regarding any aspect of the Referral Scheme, our decision shall be final, and no correspondence will be entered into.

9.2 Our friends and family referral scheme pays a reward to you and someone you introduce to us once they have been a customer of Tulo Energy (that is, we are supplying their energy) for three months, neither of you have missed a monthly direct debit payment, and both still have an active direct debit against your accounts.

9.3 To receive the reward you must refer family and friends through the personalised link that we send to you, and which you can find in your online account. If you sign up using a personalised link, we will store this information and action the reward when terms and conditions are met.

9.4 You will NOT be eligible to refer customers to us under the referral scheme and receive the reward if:

- (a) You are not an existing customer of Tulo Energy;
- (b) The person you refer (and uses your personalised link) is an existing customer of Tulo Energy, or any of Tulo Energy's whitelabel brands;
- (c) The person you refer to us has been a customer of Tulo Energy within the last 18 months;
- (d) The property you refer to us has been supplied by Tulo Energy within the last 18 months;
- (e) The person you refer to us cancels their agreement with us before their Supply Start Date (SSD) or before their third successful consecutive monthly direct debit payment;
- (f) You leave Tulo Energy for another supplier before the reward is granted. In this circumstance, neither you nor the person you referred will receive the reward;
- (g) The person you refer to us does not use your personalised link. We are unable to apply the reward to the accounts after someone has signed up in any other way (such as direct on our website (and not using your personalised link) or on a third-party price comparison site); and/or
- (h) We have reason to believe you are sending or advertising your personalised link to people who are not known to you, or you are, in any way whatsoever, trying to benefit from our referral scheme on a commercial basis and not for personal use. We reserve the right to review any account we think may be abusing the referral scheme, particularly if we receive complaints, or you have referred over 5 people in any 12 month period. We also reserve the right to deactivate your personalised link and move you to a different tariff.

9.5 The referral reward is added as a credit to both your and the person you referred Tulo Energy accounts. The reward cannot be withdrawn as cash and must be left as a credit balance. It will only be refunded to you if you leave Tulo Energy as part of your final credit balance (should you be in credit after your final bill has been paid).

9.6 You will only be eligible for the referral reward if signing up directly to Tulo Energy through a personalised link. You will not be eligible for the referral reward if you sign up via a third-party price comparison site.

9.7 If you qualify for multiple marketing incentives at the same time, we reserve the right to apply one incentive only. This will be the incentive with the highest value for which you qualify.

9.8 Any person being referred will be subject to the usual credit checks we perform with credit reference agencies (see Section 10).

## **10. Credit checks and sharing your information**

10.1 Before we enter into the contract with you, and during your contract with us, we look at any information on

you that we have, and we may share your personal information with credit reference agencies and/or fraud prevention agencies. For more information on how we conduct credit checks.

10.2 We reserve the right to apply for information on all named customers on an account. If you have named another person on your account, you must make sure they know we may perform a credit check on them

10.3 Information supplied to us may be used to:

- (a) verify your identity;
- (b) make decisions on credit and credit-related services that we may provide to you, your partner, or other members of your household or your business (including the appropriate payment method);
- (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, your partner's 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; and
- (h) undertake statistical analysis and testing, which could include personal details and your energy use. This could be used to create personal profiles (see our privacy policy: <https://help.tulo.energy/support/solutions/articles/103000131255-privacy-policy>).

10.4 Information supplied to us will stay on your credit checking history (a footprint) whether you join us or not. It may also affect your credit rating.

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

10.6 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;
- (b) you pay the debt; or

(c) someone takes action against you to recover the debt.

10.7 Your data will **not** be used to create a blacklist.

10.8 You can contact the credit reference agencies currently operating in the UK – their current details are below. The information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

(a) CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0113 388 4300;

(b) Equifax PLC, Credit File Advice Centre, Customer Service Centre, PO Box 10036 Leicester, LE3 4FS or log on to [https://www.equifax.co.uk/Contact-us/Contact\\_Us\\_Personal\\_Solutions.html](https://www.equifax.co.uk/Contact-us/Contact_Us_Personal_Solutions.html) or

(c) Experian, Consumer Help Service, PO Box 9000, Nottingham NG80 7WF or call 0800 013 8888 or log on to <http://www.experian.co.uk>

## 11. Payments and charges – additional charges

11.1 From time to time you may need to pay additional charges relating to the following:

(a) testing the accuracy of your meter. We'll tell you what this amount is at the time, and we'll provide a breakdown of the costs if you ask us for one. If the National Measurement Office decides that the meter is operating outside the statutory limits, we'll refund the amount outside the statutory limit to you;

(b) repairing or replacing your metering equipment (see 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;

(h) if you don't provide an accurate meter reading or picture meter reading (whichever is requested) within seven days of an initial request, we may charge you for a meter reading visit.

11.2 Please ask for our Energy Charges lists for further details of our charges

## **12. Payments and charges – late payments**

12.1 If you're having trouble paying your bill, you should contact us immediately to discuss ways to save money and the payment methods available to you.

12.2 Call us on 0333 016 5542. Calls will be charged at your usual rate. You can also visit our website for more contact options.

12.3 If you don't pay your bill on time (including under a deemed contract):

(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 for the first missed payment and for each missed payment after that. The charge for each missed payment is £15.00 for your first missed payment, and £20 for each missed payment that follows;

(c) you must pay us any bank charges that we have to pay because of cancelled or failed payments;

(d) we can install prepayment meters at your property under warrant from the Magistrates' Court (or the Sheriff Court in Scotland) without your permission;

(e) we can temporarily suspend or permanently disconnect the supply under warrant (if necessary) from the Magistrates' Court (or the Sheriff Court in Scotland) without your permission;

(f) we can charge you interest at 4% per year above the current Bank of England base rate, which will be charged on the overdue amount you owe until you pay the overdue amount plus interest; and

(g) we may install a prepayment meter and move you to a different tariff – see section 8.7 above for details;

(h) we may move you to a different tariff.

## **13. Payments and charges – refunds**

13.1 If you would like a refund, see our FAQs <https://help.tulo.energy/support/solutions/articles/103000126567-getting-a-refund-for-credit-in-your-account> This includes you having to submit your meter readings first if you don't have a smart meter.

13.2 Where we accept your request for a refund, you'll usually get your refund within seven 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.

13.3 If you're switching away from us, you'll receive a refund (if one is due) once we've received meter readings from your new supplier and sent you your last bill.

## **14. Moving house**

14.1 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.

14.2 If you tell us after you've moved, or once we hear 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.

14.3 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.

14.4 You must give us your new address so we can send you a final bill and your final meter reading(s), unless you have a 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.

14.5 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.

## **15. Cancelling your contract**

15.1 You must email or phone us to cancel your contract, whether it's a fixed plan or a variable plan, unless you are switching to a new supplier, in which case see section 15.8.

15.2 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 your welcome email

pack for details. We will always tell you if a termination fee applies to a plan you're switching to.

15.3 For either a fixed plan or a variable plan, you can cancel your contract during the cooling off period without incurring a termination fee.

15.4 If you leave us after the **cooling off period**, we may charge a termination fee (unless we told you that we would not do so in your welcome pack).

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

- (a) you have to end your fixed plan because you have moved house;
- (b) you are leaving us after you have received a statement of renewal from us but before your fixed plan 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 on a variable plan; or
- (e) you are moving from a variable plan to another plan.

15.6 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 3.4) or charge a termination fee.

15.7 If your fixed plan comes to an end and you do not renew or take action, you'll automatically move onto our cheapest variable plan. This is an Ofgem requirement.

15.8 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.

15.9 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.

15.10 If you have a prepayment meter with outstanding debt and you're switching away from us for any reason, we can object to the switch, 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.

15.11 If you have outstanding debt and you request to switch to a new provider, we may tell you that 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.

15.12 This section 15 will survive termination of your contract.

## **16. Changes to your contract**

16.1 We can change your contract at any time.

16.2 We will notify you if any changes are made to your contract and make a copy available to you on our website.

16.3 If we make changes to this 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.

16.4 None of the following will constitute a disadvantageous change under section 16.3 above:

- (a) changing your payment method where your account is in debt;
- (b) increasing additional charges under section 11;
- (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; or
- (f) making changes to the contract if we are required to do so by Ofgem's rules.

16.5 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.

## **17. Disconnecting the 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 8.6.

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 this 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 This contract doesn't exclude any liability that we aren't allowed to exclude by law.

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. Using personal information**

19.1 We use your personal information and data in accordance with our privacy policy, which you can find here <https://help.tulo.energy/support/solutions/articles/103000131255-privacy-policy>

## **20. Emergencies & safety**

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

20.2 If you have an electricity emergency, you must report it to your local electricity distributor – their contact details are available here: <https://help.tulo.energy/support/solutions/articles/103000126994-emergencies-and-supply-outages>

20.3 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.

20.4 You must not tamper in any way with the supply or any equipment including devices that are provided to you in connection with the supply.

20.5 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.

## **21. Our complaints procedure and your rights**

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

(a) calling us on 0333 016 5542;

(b) Online <https://help.tulo.energy/support/solutions/articles/103000126998-making-a-complaint>

(c) writing to us or visit us at Tulo Energy, 71 Graham Road, Malvern, England, WR14 2JS

21.2 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.

21.3 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's happened with your complaint and what we've suggested, and give you contact details for the Energy Ombudsman. They're 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's something you should do, you don't have to go with their decision).

21.4 You can view our Complaints Procedure here:

<https://help.tulo.energy/support/solutions/articles/103000126998-making-a-complaint>

21.5 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 here: <https://help.tulo.energy/support/solutions/articles/103000128308-priority-services-register-psr->

21.6 You can also get free, independent advice from Citizens Advice so that you know your rights as an energy consumer, including how to get a better deal, 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. To "Know your rights" visit [www.citizensadvice.org.uk/energy](http://www.citizensadvice.org.uk/energy) for up-to-date information or contact the Citizens Advice consumer service on 0800 144 8848.

## **22. National Terms of Connection**

22.1 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, contact Energy Networks Association at 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF by post, 0207 706 5137 by phone, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).