



General Terms and Conditions for Domestic Customers

Applicable from 1 December 2017

Contents

1.	About us	1
2.	Contacting us	2
3.	General	4
4.	Definitions	4
5.	Standards of service	11
6.	Making a complaint	12
7.	Credit check	14
8.	Network operator(s)	15
9.	Conditions of supply.....	16
10.	Contract start date	17
11.	Deemed Contract.....	17
12.	Supply start date	18
13.	Your rights of cancellation	20
14.	Our prices and Charges.....	20
15.	Fixed Term Tariffs.....	22
16.	Default Fixed Tariff.....	23
17.	Standard Variable Tariffs	25
18.	Green Deal.....	26
19.	Payment method.....	27
20.	Non-Payment of Charges	30
21.	Changing the Contract.....	32
22.	Ending the Contract	32
23.	Disconnection	34
24.	Metering Equipment.....	35
25.	Access	37
26.	Your Information	37
27.	Our liability	38
28.	Safety and emergencies	39
29.	Transfer of rights.....	41
30.	Notices	41
31.	General	41
32.	Governing law	43

1. About us

- 1.1 Co-op Energy is a trading name of Co-operative Energy Limited, a limited liability company registered in England and Wales with company number 06993470. We hold a gas Supply Licence and an electricity Supply Licence, as granted by Ofgem (the Office of Gas and Electricity Markets), which respectively authorise us to supply gas and electricity in Great Britain. We are a 100% subsidiary of The Midcounties Co-operative Limited and our registered address is:

Co-operative Energy
Co-operative House
Warwick Technology Park
Warwick
CV34 6DA

The electricity and gas services that we provide are delivered by Co-op Energy. This includes services provided under the GB Energy brand name to customers of GB Energy Supply.

2. Contacting us

2.1 If you have any questions on these terms and conditions, or a complaint about the services provided under this Contract, in the first instance contact us using the contact details below depending on Service Provider:

Co-op Energy

Address	Energy House
Address	Athena Drive
Address	Tachbrook Park
Address	Leamington Spa
Postcode	CV34 6RQ
Complaints telephone number	0800 954 0693
Website:	www.cooperativeenergy.coop
Complaints:	See complaint section within Contract

GB Energy Supply

Part of Co-op Energy

Address	523 Garstang Road
Address	Broughton
Postcode	PR3 5DL
Complaints telephone number	0800 6444 451
Website:	www.gbenergysupply.co.uk
Complaints:	See complaint section within Contract

In an emergency:

Gas emergency (24 hours a day). Smell gas? Call: 0800 111 999

If you can smell gas and you think you have a gas leak:

- Open all the doors and windows to let gas escape
- Check your gas appliances are switched off
- Do not turn light switches on or off, use doorbells, mobile phones or other electrical switches
- Do not smoke, light a match or any kind of naked flame

Electrical emergency or power cut? Call: 105

If you have an electrical emergency or power cut, it's worth checking a few things:

- Check your trip switch to make sure you don't have a fault with your wiring or appliances
- Check if your neighbours are affected. If they are, it's more likely there is a problem with your local network

2.2 Alternatively you can manage your account, submit your meter reads and view your statement and bills (where applicable) by registering and logging onto your online account at:

- a) www.cooperativeenergy.coop/myaccount
- b) www.gbenergysupply.co.uk/account/login

The online account management functionality is not available for Prepayment customers.

3. General

- 3.1 These General Terms and Conditions, and where we have sent a Welcome Letter to the Address or by electronic means, that Welcome Letter, govern the supply of gas and/or electricity (the supply of Energy) by Co-op Energy (we/us/our) to a Customer (you) at Domestic Premises, and form the Contract between us and you (which may be a Deemed Contract).
- 3.2 The Contract represents a legally binding agreement between you and us. If you do not comply with the Contract, we may take legal action against you.
- 3.3 We agree to supply Energy to your Address under the terms and conditions of the Contract. You agree to take and pay for the Energy we supply.
- 3.4 The supply of Energy under the Contract includes:
- i. The activity of taking or accessing meter readings; and
 - ii. Unless you agree to provide the Metering Equipment, the provision of Metering Equipment.

4. Definitions

Unless otherwise specified, the words and expressions used in the Contract have the meaning given to them below:

Additional Charges means any Charges that are not encompassed within our Regular Charges and relate to (i) services provided under the Contract, and/or (ii) activities undertaken by us or our Agents in reliance of our statutory or contractual rights and include, without limitation, Termination Fees, Security Deposits, and other Charges which relate to or arise from:

- a. Connecting, disconnecting or reconnecting the supply of Energy to the Address and accessing the Address for these purposes;
- b. Removing, inspecting, testing, repairing, installing, re-installing or changing the position of any Metering Equipment;
- c. The replacement of prepayment meter, cards, keys or other payment devices or payment cards;
- d. The provision of any additional copies of documents including, without limitation, additional or duplicate bills and statements;
- e. Your failure to pay Charges by the due date;
- f. The recovery of Charges including, without limitation, any costs we incur in (i) engaging a debt collection agency, (ii) assigning any Charges which you have failed to pay to us as due from you under the Contract to a debt collection agency, and (iii) prosecuting or enforcing any court order or enforcing any other provision of the Contract.

Address means the Domestic Premises, as identified in the Welcome Letter, to which we supply Energy under the Contract.

Agent means any person we have authorised to act on our behalf, including without limitation, to provide Metering Equipment, to cut off the supply of Energy to the Address, and to agree to enter into the Contract with you.

Cancellation Period means the period of 14 calendar days from either (i) the Contract Start Date, or (ii) from such later date notified to you, during which you may cancel the Contract (this is also known as a 'cooling off period').

Charges means any charges or payments that are payable by you to us under and in accordance with the Contract and include Regular Charges, Additional Charges, Security Deposits and Termination Fees.

Climate Change Levy means the tax of that name set under the Finance Act 2000 and any related regulations.

Contract means the contract under which we supply Energy to the Address and which includes a Deemed Contract unless otherwise specified.

Contract Start Date means the date on which the Contract is entered into by you and us and becomes a legally binding agreement, as described in Section 10.

Debt Assignment Protocol enables us as your new supplier to transfer your debt from your existing supplier and to continue to recover the outstanding debt from you. In order for this process to operate, as part accepting these terms and conditions, you consent to your debt information being shared between us and your old supplier. This process may also be operated if you later decide to transfer away from us subject to the level of debt you have on each payment meter. The level of debt We / and your new supplier will accept for processing through the Debt Assignment Protocol, whether to or from us is consistent with the maximum transferable debt set periodically by Ofgem. In order for this process to operate, as part accepting these terms and conditions, you consent to your debt information being shared between us and your new supplier.

Deemed Contract means a contract which is formed between you and us by statute, as described in Section 11.

Deemed Rate means the tariff applying to Deemed Contracts, as published on our website or available on request by telephone or in writing using the contact details stated at the beginning of these General Terms and Conditions.

Default Fixed Tariff means the tariff as described in Section 16 of this Contract.

Direct Debit means an automated payment collected by us from your bank or building society account in accordance with your instruction to the bank or building society.

Domestic Premises means premises at which the supply of Energy is used wholly or mainly for domestic purposes, as further described in our Supply Licences.

End of Fixed Term Notice means the Renewal Statement together with an information notice which informs you (a) that we are seeking your agreement in writing to offer a further Fixed Term Tariff, (b) of the duration of that further Fixed Term Tariff and nature, purpose and effect of any proposed changes to the Contract, (c) that you are under no obligation to agree to the further Fixed Term Tariff, and (d) which default tariff will be available to you at the end of your tariff.

Energy means electricity and/or gas as determined by the Contract.

Exit Fee means a Termination Fee

Fixed Term Tariff means where the Regular Charges applicable under the Contract are fixed for a specified period of time.

Force Majeure means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under the Contract, including act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion; but excluding strikes, lock-outs or other industrial action, whether of the affected party's own employees or others, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services.

Green Deal means a government scheme that lets people pay for approved energy saving improvements to their Address through their electricity bills / payments.

Green Deal Charges means the Green Deal Charges that we have to apply to your electricity Charges if your Address is within the Green Deal scheme.

Green Deal Plan means an agreement with a Green Deal Provider to make energy saving improvements to a property. The agreement could have been made by you, your landlord, or someone who used to live in the property as the Green Deal Plan remains with the property and not the occupier.

Green Deal Provider means an approved organisation that has made a Green Deal Plan with you, your landlord, or someone who used to own or live in your property.

Last Resort Supply Direction means a direction issued by Ofgem obliging another supplier to supply Energy to the Address.

Metering Equipment means the description under Section 24 of this Contract and includes the meter which records the quantity of Energy supplied to the Address, any equipment or apparatus associated with the meter, and any ancillary device (located at the Address) which is capable of communicating with the meter; and references to meter includes references to any part of a Smart Meter Set.

Network Operator means the company that owns and/or operates the gas and/or electricity distribution system that delivers the gas and/or electricity to the Address.

Non-Domestic Premises means premises that are not Domestic Premises.

Notice of Amendment means the notice we will send before we amend the Contract without your consent, either by way of an increase in Charges or in any other way which is not to your advantage. This notice will also inform you (a) that you can end the Contract by changing to another energy supplier, (b) of where you can obtain advice and information about changing to another energy supplier, and (c) that we may prevent you from

changing to energy supplier if you have not paid any Charges that you are required to pay under the Contract.

Pay As You Go customer means a customer who has a prepayment meter.

Prepayment Meter means a meter which operates in a way that requires you to pay Charges in advance (it is also known as a 'pay as you go' meter) and which may be adjusted to also recover outstanding Charges. A Prepayment Meter is also a Smart meter operating as payment in advance.

Registered Supplier means registered in accordance with the relevant industry code or agreement as the energy supplier responsible for the supply of Energy to the Address.

Regular Charges means the Charges that are considered as being directly relating to the supply of Energy and are encompassed within the (a) standing charge, and (b) unit rate or 'time of use' rate that apply in respect of the tariff applicable under the Contract, but do not include any Additional Charges, Security Deposit or Termination Fee.

Renewal Statement means the "Statement of Renewal Terms" that we are required to prepare in accordance with our Supply Licence.

Security Deposit means a deposit of money as security for the payment of Charges.

Smart meter means a meter that measures how much gas and / or electricity you are using, as well as what it is costing you, and displays this on an in-home display unit. A Smart meter allows us to Charge you for your gas and / or electricity without having to visit your Address to read your meter(s).

Smart Meter Set includes (i) a meter that can (either itself or by virtue of a device that is associated or ancillary to the meter) send and receive

information, including information about the quantity of Energy supplied, through an electronic communications network, and (ii) any equipment, apparatus or device associated with or ancillary to the meter.

Standard Variable Tariff means as described within Section 17 of this Contract.

Supply Licence means the gas supply licence and/or the electricity supply licence held by us.

Termination Fee means a sum of money or other compensation that we may demand from you under the Contract because, in accordance with its provisions, you end the Contract before the end date of any fixed term that applies to it.

Variation Notice means the notice we will send in circumstances where we can only amend the Contract with your consent if the amendment we propose to make would increase the Charges or is an amendment that would not be to your advantage. This notice will be sent to you in advance of the date the amendment is to take effect, will tell you that we wish to make an amendment that needs your consent and of the nature, purpose and effect of the proposed amendment, and tell you that you do not need to agree to the proposed amendment.

VAT means value added tax charged in accordance with the Value Added Tax Act 1994 (as amended).

Welcome Letter means the letter we may send to you (by post or electronically) to confirm the terms and conditions of the Contract which are not set out in these General Terms.

Working Day means Monday to Friday, excluding public or bank holidays in Great Britain (or any part of Great Britain).

5. Standards of service

- 5.1 The standards of service that apply under the Contract are the Guaranteed Standards of Service that apply to all energy suppliers. You can find these on our website or by contacting us using the contact details within Section 2 of this Contract.

6. Making a complaint

6.1 If you have any complaint about the services provided under the Contract you should in the first instance contact us using the following contact preferences:

Co-op Energy

Address	Energy House
Address	Athena Drive
Address	Tachbrook Park
Address	Leamington Spa
Postcode	CV34 6RQ
Complaints telephone number	0800 954 0693
Our online complaint web form	www.cooperativeenergy.coop/customer-service/making-a-complaint/complaint-form/
Complaints process	www.cooperativeenergy.coop/siteassets/pdfs/complaints-process.pdf

GB Energy Supply

Part of Co-op Energy

Address	523 Garstang Road
Address	Broughton
Postcode	PR3 5DL
Complaints telephone number	0800 6444 451
Our online complaint web form	www.gbenergysupply.co.uk/complaints
Complaints process	www.gbenergysupply.co.uk/complaints

6.2 Where we are unable to resolve the matter to your satisfaction you may refer the complaint to the Energy Supply Ombudsman. The Ombudsman provides a free, independent service and will investigate our handling of your complaint. Any decisions made by the Ombudsman will be binding on us.

6.3 You can contact the Ombudsman Service on the following details:

Ombudsman Service

Address	Ombudsman Service
	Energy PO Box 966
	Warrington
Postcode	WA4 9DF
Phone	0330 440 1624
Fax	0330 440 1625
Text Phone	0330 440 1600
Email	enquiries@os-energy.org
Website	www.ombudsman-services.org/energy

Alternatively if you just need independent advice and information

6.4 It's easy to get free, independent and impartial 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.

To "know your rights" visit www.citizensadvice.org.uk/energy for up to date information or contact the Citizens Advice consumer service on 03454 04 05 06

- 6.5 We may make a payment to a third party where the Contract is made as a result of a referral from that third party and we have an arrangement with that third party for a payment to be made in such circumstances.

7. Credit check

- 7.1 We may use your personal information to check your credit rating with a credit reference and / or fraud prevention agencies and depending on the results of our checks we may:
- i. Require a Security Deposit to be paid by you before or after we start to supply Energy to the Address;
 - ii. Specify the payment method by which you must pay the Charges, which may include advance payment through a Prepayment meter;
 - iii. Provide information to credit reference and fraud prevention agencies if you do not pay your bills and this may affect your credit rating.
- 7.2 In the event of failure to pay for your Charges in full or on time we may provide information to credit references and / or fraud prevention agencies which may affect your credit record. This would result in credit reference agencies recording your debt and keeping records for six years after your account is closed, payment of the debt or someone taking action to recover the debt.

8. Network operator(s) – national terms of connection

- 8.1 Where the Contract is for the supply of electricity, you are also entering into a standard connection agreement for your electricity with the relevant Network Operator as follows:
- 8.2 We are 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 date that you enter into the Contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your Network Operator delivers electricity to, or accepts electricity from, your home or business.
- 8.3 In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your Network Operator will be able to tell you whether or not site-specific connection terms exist. If you want to know the identity of your Network Operator, or 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 or phone 0207 706 5137 or see the website at www.connectionterms.co.uk.

9. Conditions of supply

9.1 You confirm that:

- i. You are either the owner or occupier of the Address (or have the authority to act as an Agent for the owner or occupier of the Address);
- ii. The Address is a single premises which is, or shall be by the supply start date, connected through a meter at the Address to the gas and/or electricity network of the Network Operator; and
- iii. The Energy will be used at the Address wholly or mainly for domestic use.

9.2 We are not obliged to supply Energy to your Address under the Contract if:

- iv. The requirements of paragraph 9.1 are not met;
- v. Your previous supplier prevents us from doing so;
- vi. The supply of Energy to the Address has been cut off and we are not obliged to reconnect the supply of Energy to the Address;
- vii. You have not, within a reasonable time of having been requested by us to do so, paid a Security Deposit; or
- viii. It is not reasonable in all the circumstances for us to supply Energy to the Address (including for example where you have a debt with your existing supplier and we do not agree to the transfer of that debt to us).

9.3 Additional Tariff terms and conditions for the supply of gas and / or electricity may be applicable depending on your tariff and / or payment method. Details of all our Tariff terms and conditions can be found on our website, see Section 2 of this Contract for details.

10. Contract start date

- 10.1 The Contract Start Date will be the date on which you do one or more of the following (whichever is the earliest and whichever applies in the circumstances of your case):
- i. Confirm your acceptance of the Contract on the telephone with us;
 - ii. Sign your agreement to the Contract in the presence of one of our representatives;
 - iii. Complete and date the application form for the Contract;
 - iv. Confirm your acceptance of the Contract through our web-site application process or a third party switching website, or
- 10.2 Start to take a supply of Energy at the Address without having done any of the above (this will be Deemed Contract).

11. Deemed Contract

- 11.1 The Contract is a Deemed Contract between you and us where:
- i. We are the Registered Supplier for the Address;
 - ii. You are the owner or the occupier of the Address; and
 - iii. You take a supply of gas or electricity at the Address without having taking any of the actions in Section 10.
- 11.2 Where we supply Energy to the Address under a Deemed Contract:
- i. The tariff that applies is our Standard Variable Tariff or another deemed tariff that requires specific eligibility criteria to be met prior to coming onto supply (further details about this tariff are available on our website or by contacting us using the contact details within Section 2 of this Contract.

- ii. The Charges will be calculated in accordance with the Standard Variable Tariff or another deemed tariff that requires specific eligibility criteria to be met prior to coming onto supply;
- iii. The payment method by which you will be required to pay Charges will be payment on receipt of bill or where the meter at the Address is a Prepayment Meter, by prepayment through the meter.
- iv. We will include any Green Deal Charges applicable under any Green Deal Plan in accordance with Section 18 of this Contract.

11.3 Where the Contract is a Deemed Contract it will continue to have effect until:

- i. You start to receive a supply of Energy, either from us or from another supplier, under a contract that you have agreed with us or with that other supplier; or
- ii. The supply of Energy to the Address is cut off, but you continue to be responsible for paying all Charges that become due under the Contract.

12. Supply start date

12.1 Where we are the Registered Supplier at the Address on the Contract Start Date, we will start to supply Energy to the Address from the date that you first take a supply of Energy at the Address on or after the Contract Start Date.

12.2 Where we are not the Registered Supplier at the Address on the Contract Start Date, we will aim to start to supply Energy to the Address by no later than 21 calendar days from expiry of the Cancellation Period (the **relevant date**), unless:

- i. You tell us that you want us to supply Energy from a later date; or

- ii. You tell us, before we start to supply Energy to the Address, that you do not want us to start to supply Energy to the Address;
- iii. Your current supplier prevents us from starting to supply Energy to the Address by objecting to the supplier transfer;
- iv. We have taken steps to obtain but do not have all the information we need to be able to start supplying Energy to the Address by the relevant date; or
- v. We are unable to start supplying Energy to the Address by the relevant date for reasons which are outside of our control.

12.3 The first meter reading we will use for determining the amount of Energy used at the Address from supply start date will be either:

- i. An actual meter reading taken by you or us on (or within plus or minus 5 calendar days of) the date we start to supply Energy to the Address where that meter reading is validated under the applicable industry procedures; or
- ii. Where an actual meter reading is not taken or is not validated, an estimated meter reading based on the information available to us.

12.4 Where we are not the Registered Supplier on the Contract Start Date:

- i. You remain responsible for any Charges or fees that may be due to your current supplier until we start to supply the Address under the Contract, and
- ii. By entering into the Contract you give consent for us to obtain from your current supplier any information we may need to start to supply Energy to the Address, and
- iii. You give consent for us to recover from you any Charges that you owe to your current supplier for the supply of Energy and which Charges we have agreed to be transferred to us under the Debt Assignment Protocol.

13. Your rights of cancellation

- 13.1 You may cancel the Contract at any time within the Cancellation Period by:
- i. Logging onto our website or by contacting us in writing (including email) using the contact details within Section 2 of this Contract.
 - ii. Where we have provided you with a cancellation form, completing and returning it to us either by e-mail or post.
- 13.2 Where you cancel the Contract in accordance with this Section 13 you should provide details of the Address and any Contract reference number or other supporting information to help us identify the Contract and process the cancellation quickly and efficiently.
- 13.3 Where we are the Registered Supplier at the Address at the Contract Start Date and you cancel the Contract in accordance with this Section 13, if another energy supplier does not become the Registered Supplier at the Address by the end of the Cancellation Period and you take a supply of Energy at the Address there will be a Deemed Contract between you and us (see Section 11).

14. Our prices and Charges

- 14.1 You agree to pay the Charges as specified in the Contract.
- 14.2 The Charges you are required to pay will be determined by the applicable tariff as set out in the Welcome Letter and any Additional Charges that may apply under the Contract. These Charges may be amended in accordance with the terms and conditions of the Contract.

- 14.3 You can get further information on our available tariffs from on our website or by contacting us using the contact details within Section 2 of this Contract.
- 14.4 Our Regular Charges are based on the Energy consumed at the Address according to the volumes recorded and measured by the Metering Equipment (so long as the Metering Equipment is in good and proper working order) and calculated by a meter reading (either an estimated or an actual meter reading to be taken by us, our Agents or you). We will reconcile any such estimates as actual or more accurate information becomes available.
- 14.5 Our Regular Charges are calculated by reference to the rate of the daily standing charge that applies under the applicable tariff in respect of the supply of Energy; and either:
- i. The single unit rate charge that applies under the applicable tariff in respect of every single unit (kilowatt hour) of Energy supplied to the Address and expressed as pence per kilowatt hour; or
 - ii. The different unit rate charge that applies under the applicable tariff in respect of any unit (kilowatt hour) of Energy supplied to the Address during the period of time for which the different unit rate applies (known as 'time of use' unit rate).
- 14.6 We may also recover from you any applicable Additional Charges. You can get further details of our Charges online or on request in writing. See contact details within Section 2 of this Contract.
- 14.7 All Charges payable by you to us are subject to VAT and the Climate Change Levy (at the applicable rate) and any other applicable taxes or duties as detailed on each bill or statement that we send to you.

- 14.8 If you are eligible for a reduced or zero rate (or are otherwise exempt) from VAT or the Climate Change Levy or any other tax or duty that would otherwise be imposed on you or us, then you must provide us with the relevant tax certificate or other evidence of such eligibility. It is your responsibility to ensure the accuracy of this certificate or evidence, and that we receive this certificate or evidence in time to process and apply the reduced rate or exemption. We will only apply the reduced or zero rate or exemption once we have received this certificate or other evidence and have had a reasonable time to process them.

15. Fixed Term Tariffs

- 15.1 A Fixed Term Tariff is a tariff under which the standing charge and/or unit rates are fixed for a fixed term.
- 15.2 Any individual Fixed Term Tariff may specify the payment method by which the Charges must be paid in order for that particular Fixed Term Tariff to apply under the Contract.
- 15.3 The Regular Charges applicable under any of our Fixed Term Tariffs may differ according to geographical location of the premises to be supplied and/or the type of meter installed at the premises.
- 15.4 Where a Fixed Term Tariff applies under the Contract we will not extend the duration of the Fixed Term Tariff other than in accordance with the provisions of paragraph 15.5 below.
- 15.5 Where a Fixed Term Tariff applies under the Contract:
- i. We will send you a Renewal Statement during the period that is 49 to 42 calendar days before the end of the fixed term of the Fixed Term Tariff;
 - ii. We may apply a new Fixed Term Tariff under the Contract if:

- a) We have sent you a Renewal Statement in accordance with paragraph (i) above;
- b) The fixed term of the new tariff is for a period that is not longer than the fixed term of the existing tariff;
- c) It is a Fixed Term Tariff that we make available to other customers or potential customers; and
- d) You have given your written consent for the application of the new tariff and any associated changes to the Contract.

15.6 Where you end the Contract before the end date of the Fixed Term Tariff you may be required to pay a Termination Fee of an amount that is set out, or determined in accordance with the calculation set out, in the Welcome Letter.

15.7 Where:

- i. A Fixed Term Tariff comes to an end;
- ii. You have not given your written consent for a new Fixed Term Tariff to apply; and
- iii. You continue to take a supply of Energy from us at the Address,

The tariffs applicable under the Contract from the end date of the Fixed Term Tariff will be either our cheapest Standard Variable Tariff or another Default Fixed Tariff that will take effect on that date. We will write to you up to 49 days before the end of your Tariff to confirm your default tariff.

16. Default Fixed Tariff

16.1 A Default Fixed Tariff is a tariff under which the standing charge and/or unit rates are fixed for a fixed term and where no Termination Fee is applied.

- 16.2 Any individual Default Fixed Tariff may specify the payment method by which the Charges must be paid in order for that particular Fixed Term Tariff to apply under the Contract.
- 16.3 The Regular Charges applicable under any of our Default Fixed Tariffs may differ according to geographical location of the premises to be supplied and/or the type of meter installed at the premises.
- 16.4 Where a Default Fixed Tariff applies under the Contract we will not extend the duration of the Default Fixed Tariff other than in accordance with the provisions of paragraph 16.5 below.
- 16.5 Where a Default Fixed Tariff applies under the Contract:
- i. We will send you a Renewal Statement during the period that is 49 to 42 calendar days before the end of the fixed term of the Fixed Term Tariff;
 - ii. We may apply a new Default Fixed Tariff under the Contract if:
 - a) We have sent you a Renewal Statement in accordance with paragraph (i) above;
 - b) The fixed term of the new tariff is for a period that is not longer than the fixed term of the existing tariff;
 - c) It is a Fixed Term Tariff that we make available to other customers or potential customers; and
 - d) You have given your written consent for the application of the new tariff and any associated changes to the Contract.
- 16.6 Where you end the Contract before the end date of the Default Fixed Tariff you will not be required to pay a Termination Fee.

16.7 Where:

- i. A Default Fixed Tariff comes to an end;
- ii. You have not given your written consent for a new Fixed Term Tariff to apply; and
- iii. You continue to take a supply of Energy from us at the Address, the tariffs applicable under the Contract from the end date of the Default Fixed Tariff will be either our cheapest Standard Variable Tariff or another Default Fixed Tariff that will take effect on that date. We will write to you up to 49 days before the end of your Tariff to confirm your default tariff.

17. Standard Variable Tariffs

- 17.1 Standard Variable Tariff is a tariff under which the Regular Charges applicable under the Contract are not fixed for any period of time (this is also known as an 'evergreen tariff'). Further details regarding our Tariffs are published on our website or available on request by telephone or in writing using the contact details within Section 2 of this Contract.
- 17.2 Any individual Standard Variable Tariff may specify the payment method by which the Charges must be paid in order for that particular Standard Variable Tariff terms to apply under the Contract.
- 17.3 The Regular Charges applicable under any of our Standard Variable Tariffs may differ according to geographical location of the premises to be supplied and/or the type of meter installed at the premises.
- 17.4 There will be no end date to the Tariff where a Standard Variable Tariff applies under the Contract.

18. Green Deal

- 18.1 These conditions apply if you or your landlord enters into a Green Deal Plan for your Address, or if the person who previously lived or owned the Address entered into a Green Deal Plan.
- 18.2 Paying your Green Deal Charges:
- i. You agree to pay us the Green Deal Charges and we agree to then send them on to your Green Deal Provider. If you pay your Charges through a Prepayment Meter we will collect your Green Deal Charges through your meter along with any other applicable Charges.
 - ii. Green Deal Charges will be applicable at the Address whilst we supply to that property and whilst a Green Deal Plan is in place for the same Address. You must pay these Green Deal Charges along with any other applicable Charges even if you have not entered into a Contract agreement with us (Deemed Contract).
 - iii. We will collect Green Deal Charges from the date we start supplying the Address.
 - iv. If you do not pay the Green Deal Charges, we will have the same rights as if you owed us any other money under these terms and conditions.

If you owe us any money which is inclusive of Green Deal Charges and we receive a part payment (either directly or indirectly, e.g. through a debt collector). We will pay off the Green Deal Charges proportionately, this means that the proportion of any part payment going towards Green Deal Charges will be the same as the Green Deal Charges proportion of the total debt.

- 18.3 How we use your information:
- i. We can collect information about you to manage your Green Deal Plan. That can include, for example, your contact details, your date of birth, and information about the energy supply at your Address, and your bills and payments.
 - ii. We can also get this information from your Green Deal Provider, or others involved within the Green Deal Scheme and your Green Deal Plan or identify you to others involved in your plan.
 - iii. We can give the information that we hold about you to others involved in your Green Deal Plan, or people like the Secretary of State. These people may also hire others to process your details for them.

19. Payment method

- 19.1 You shall pay the Charges due under the Contract in accordance with the payment method agreed between you and us and set out in the Welcome Letter (or, for Deemed Contracts, as described in Section 11). The payment method that applies may be determined by the applicable tariff.
- 19.2 Where you fail to pay Charges in accordance with the payment method agreed and set out in the Welcome Letter we may change the payment method without your consent.
- 19.3 We may require you to pay for your Energy in advance using a Prepayment Meter if:
- i. A Prepayment Meter is already installed at the Address;
 - ii. You have failed any credit checks that we may have undertaken with any credit reference agency; or
 - iii. There is damage to or interference with the current meter at the Address; or

iv. You have failed to pay our Charges under another payment method and in accordance with the provisions of this Contract we install a Prepayment Meter at the Address.

19.4 If we install a Prepayment Meter at your Address, or you move into an Address that already has a Prepayment Meter installed you can find additional information on our website(s) explaining how Prepayments works. Contact details can be found in Section 2 of this Contract.

19.5 A Prepayment Meter may be adjusted to recover all the Charges you owe (including outstanding Charges) and not just the cost of the Energy you use. We do not have to repay you any credit on the meter unless or until your Energy supply ceases to be provided by us.

19.6 Where the payment method is payment in advance by way of Prepayment Meter:

- i. We will not send you bills, but we will send you a statement showing how much gas or electricity you have used based on both actual and estimated meter reads.
- ii. You will need to top up the key or card (or similar device) and ensure there is sufficient credit on your meter, including to pay for the daily standing charge, to receive a supply of Energy;
- iii. You may be required to pay Additional Charges in respect of any additional Prepayment Meter services we provide (including replacement of keys, cards or similar devices or where we have to convert the Prepayment Meter to a credit meter). The Additional Charges are detailed on our website(s), contact details are available within Section 2 of this Contract.

- iv. If the Prepayment Meter is adjusted to recover any Charges which you have failed to pay (either to us or to your previous supplier where we have under the Debt Assignment Protocol, agreed to the transfer of Charges owing to your previous supplier), we will let you know of the proportion of each top up amount which is used as payment for such outstanding Charges; and
- v. We will not normally repay any credit you may have on the meter until the Contract comes to an end.

19.7 Where the payment method is by Direct Debit:

- i. The amount of each Direct Debit payment will, unless otherwise changed in accordance with paragraph (iii) below, be the appropriate fixed amount which has been determined by us with reference to (a) the applicable tariff, (b) either historic or estimated likely consumption, and (c) any Charges which remain outstanding on your account;
- ii. The frequency at which we will collect the amount of Direct Debit is as set out in the Welcome Letter;
- iii. We may change the fixed amount following a review undertaken by us to ensure that the amount reflects the available and updated consumption information and will notify you of any such change prior to collecting a Direct Debit of the new fixed amount;
- iv. We may, where the applicable tariff specifies Direct Debit as the payment method and we do not receive or have not been able to collect the Direct Debit amount on at least 2 occasions, change the tariff applicable under the Contract which tariff may be subject to higher Regular Charges, by giving you at least 7 calendar days' notice of the change; and
- v. We will act in accordance with the Direct Debit Guarantee.

- 19.8 Where the payment method is payment on receipt of a bill:
- i. You shall pay the amount due within 14 calendar days of the date of the bill;
 - ii. You may at any time request a different payment method and where we are able to accommodate your request we will notify you of any changes to the Contract that may result from the change in payment method.
- 19.9 You must pay the Charges in full without any deduction or set off. If we owe you a credit (for example following reconciliation of estimated Charges), we will issue you with a credit against your next bill (or, after the end of the Contract, issue a refund as part of your final account).

20. Non-Payment of Charges

- 20.1 Paragraph 20.2 applies where:
- i. We have sent you a bill or statement requesting payment of Charges;
 - ii. You have failed to pay the Charges within 14 calendar days' of the date of the bill or statement; and
 - iii. The Charges due are not the subject of a genuine dispute.
- 20.2 Where this paragraph applies we may:
- i. Agree with you a payment plan which will take into account your ability to pay the outstanding Charges;
 - ii. Require you to pay a reasonable Security Deposit as security for payment of the Charges;
 - iii. Engage a debt collection agency to recover, including through the courts if required, the outstanding Charges;
 - iv. Having given you at least 7 calendar days' notice:
 - a) Replace the meter at the Address with a Prepayment Meter or switch the meter to operate as a prepayment meter

- b) Calibrate the Prepayment Meter to recover the outstanding Charges;
- c) Change either or both the payment method and the tariff applicable under the Contract;
- v. Cut off the supply of Energy to the Address in accordance with Section 23;
- vi. Charge interest, at the rate which is 3% above the Bank of England base rate, on the outstanding Charges;
- vii. Recover from you all costs incurred or suffered by us in pursuing your non-payment;
- viii. Provide information about your non-payment to credit reference agencies which may affect your credit score;
- ix. Prevent you from transferring to another energy supplier.
- x. Where applicable transfer your debt between your account and / or meters.

20.3 If you pay us a Security Deposit, the money you pay us will belong to us. We may use the deposit to settle your Charges during the period of the Contract if you owe us money. We will pay you an amount equal to the balance of the deposit after the payment of our final bill or if we agree that a deposit is no longer necessary (once we have deducted any amount necessary to settle outstanding Charges).

20.4 You should let us know as soon as possible if you are having difficulty in paying the Charges. Where we are aware that you are having difficulty in paying the Charges we will provide all such help and assistance as we can in order to avoid cutting off the supply of Energy.

21. Changing the Contract

- 21.1 We may without your consent change your Contract at any time.
- 21.2 We will notify you if any changes are made to this Contract and make a copy available to you on our website, see contact details within Section 2 of this Contract. Alternatively please contact us if you would like a hard copy sent to you.
- 21.3 If we make changes to your Contract that is disadvantageous to you, we will provide 30 days' notice in writing of the changes. If you do not agree with the changes, you can switch to another supplier or start a new Contract with us without paying a Termination Fee.
- 21.4 Where we amend our Charges in accordance with the Contract we will, unless you provide us with an actual meter reading or we are able to take an actual reading on the date the Contract is changed, calculate the Charges using an estimated meter reading(s) for the date on which the amendment takes effect.

22. Ending the Contract

- 22.1 The Contract will come to an end:
- i. On the date that you stop owning or occupying the Address, providing you notify us within 2 Working Days of that date; or
 - ii. Where you do not give us such notice, on the earlier of:
 - a. The date that is 2 Working Days after you have given us notice that you have stopped owning or occupying the Address; or
 - b. The date that another person starts to take a supply of Energy at the Address.

22.2 The Contract will end with immediate effect:

- i. In respect of the supply of gas and/or electricity from the date that a Last Resort Supply Direction given to another gas supplier and/or another electricity supplier in respect of the Address takes effect;
- ii. In respect of the supply of gas and/or electricity from the date that we no longer hold a gas and/or electricity licence; or
- iii. On the date of your death.

22.3 Where the tariff applicable under the Contract is a Standard Variable Tariff, you may end the Contract at any time by giving us at least 28 calendar days' notice in writing but such notice will not take effect:

- i. Where, on or before the date the Contract is due to end:
 - a) Another energy supplier has not started to supply Energy to the Address; or
 - b) The supply of Energy to the Address has not been cut off; or
- ii. Where we prevent you from transferring to another energy supplier because you have failed to pay Charges due under the Contract (including, where applicable, a Termination Fee).

22.4 We may end the Contract:

- i. With immediate effect if you:
 - a) Are in material breach of the Contract; or
 - b) Are unable to pay your debts;
- ii. At any time by giving you at least 28 calendar days' notice.

22.5 You continue to be responsible and pay for the supply of Energy at the Address until the date that the Contract ends.

- 22.6 Where you end the Contract you may be required to pay a Termination Fee as set out, or determined in accordance with the calculation set out in, the Welcome Letter, except where:
- i. The Contract is a Deemed Contract;
 - ii. The tariff applicable under the Contract is a Standard Variable Tariff;
 - iii. The tariff applicable under the Contract is a Default Fixed Tariff;
 - iv. We have failed to comply with our obligations under Section 15;
 - v. We have failed to comply with our obligations under Section 16;
 - vi. We are required to give a Notice of Amendment.
- 22.7 Where we do not have an actual meter reading for the purposes of calculating the Charges payable to the end date of the Contract we will:
- i. Send you a final bill which is based on an estimated meter reading; and
 - ii. Revise the final bill if you are later able to provide us with or we can otherwise obtain an accurate actual meter reading which was taken on the end date of the Contract.
- 22.8 Subject to the restrictions imposed by law or under the industry codes, we reserve the right to raise a notice of objection to prevent you changing supplier if: (i) the change of supplier is requested during the period of a Fixed Term Tariff or (ii) if any Charges remain unpaid beyond their due date.

23. Disconnection

- 23.1 We may cut off the supply of Energy to the Address where:
- i. You have not paid any Charges that we have asked you to pay by the date they were due to be paid;

- ii. You are in material breach of the Contract;
- iii. We reasonably believe that the Metering Equipment has been damaged or interfered with and the damage or interference is not caused by us;
- iv. We are required by any law, licence, code or agreement.

23.2 If we cut off the supply of Energy under any paragraphs 23.1(i) to (iii) above you are required to pay as Additional Charges:

- i. Our reasonable costs incurred in cutting off the supply of Energy to the Address; and
- ii. Our reasonable costs incurred in reconnecting the supply of Energy to the Address.

23.3 You agree that we (and our contractors) may access the Address for the purposes of disconnecting the supply of Energy in accordance with this Section 23. You also agree that we can disconnect the supply remotely if the metering provides for this.

24. Metering Equipment

24.1 The volume of Energy supplied to the Address will be measured by the Metering Equipment installed at the Address.

24.2 You must take all reasonable steps to ensure that Metering Equipment is kept safe and is not damaged or interfered with and inform us immediately if you believe that any Metering Equipment, which has been provided by us or our Agent, is faulty or has been damaged or interfered with.

24.3 Where any Metering Equipment is damaged or interfered with by reason of you failing to comply with paragraph 24.2, you may be liable to pay Additional Charges.

- 24.4 Where you have requested to pay Charges in advance through a Prepayment Meter and the existing meter at the Address is not a Prepayment Meter, we will:
- i. Install, or convert the existing meter to, a Prepayment Meter if we reasonably can; and
 - ii. Recover our reasonable costs of doing so as Additional Charges.
- 24.5 If you believe that any of the Metering Equipment we have provided is faulty, you may request that it be tested. If a fault is found, the Charges will be adjusted appropriately. However, you may be charged the testing costs incurred by us and/or our Agents if no fault is found.
- 24.6 To help us ensure that the Charges are accurate, we ask that you provide us with meter readings at least twice a year for credit customers. For Prepayment customers we ask that you may provide regular meter reads. If you have not provided us with a meter reading we may come to your Address (or our Agents) to read your meter. If we do not have an actual reading, we will estimate your usage based on previous usage at the Address and/or average usages patterns in similar premises.
- 24.7 Where we have provided the Metering Equipment (which may be through an Agent) we (or our Agent) will carry out a safety inspection of the Metering Equipment at appropriate intervals.
- 24.8 Where a Smart Meter Set is installed at the Address, you consent to us obtaining, storing and using consumption data relating to periods of less than one month in duration. We will only use this data for the purposes of optimising settlement and forecasting; identifying energy efficient savings and products; and the monitoring and control of potential energy theft.

25. Access

- 25.1 You agree to give us (and our Agents) safe access to the Address at all reasonable times where we request access for the purposes of:
- i. Taking meter readings;
 - ii. Inspecting the Metering Equipment;
 - iii. Installing, testing, replacing or re-positioning any Metering Equipment;
 - iv. Cutting off the supply of Energy to the Address (where we are able to do so under the Contract); or
 - v. Reconnecting the supply of Energy to the Address.
- 25.2 We may, where you do not permit us (or our Agents) to access the Address, exercise any statutory right that we have to access the Address for any of the above purposes, which may result in accessing the Property under a warrant. Where a warrant is required, we will recover our reasonable costs for such warrant as Additional Charges.
- 25.3 We will, where possible, give reasonable advance notice to you of the access required.

26. Your Information

- 26.1 We may use your information to:
- i. Verify your identity;
 - ii. Make decisions on credit and credit-related services that we may provide to you (including the appropriate payment method);
 - iii. Manage your account with us;

- iv. Comply with any obligation under our Supply Licence or any legal obligation, including, without limitation, the provision of data to the Department for Work and Pensions to determine eligibility for a Warm Home Discount or any other payment or discount provided by government;
- v. Trace your whereabouts and recover any debts that you owe;
- vi. Prevent crime, fraud and money laundering; and
- vii. Undertake statistical analysis and testing, which could include personal details and your energy use.

If you provide us with personal data relating to your partner, other members of your household or a carer, then you confirm that you have their consent to provide the relevant information and that we may use it for the purposes of the Contract.

For further details of how we deal with your personal information please see our Privacy Policy at www.cooperativeenergy.coop/privacypolicy/

27. Our liability

- 27.1 We will not be liable to you for:
- i. Any loss incurred due to circumstances outside of our control (including a Force Majeure event).
 - ii. Any economic loss, loss of profit or anticipated profit, income, use, goodwill, Contract or business;
 - iii. Any loss which was not or could not be reasonably anticipated by you or us when the Contract was entered into; or
 - iv. Any loss or damage arising from any interruption in or to the supply of Energy (including loss of or damage to food or the costs of repairing, rectifying or reinstalling the

operations of any computer or telephone or other electronic systems).

- 27.2 If our negligence causes death or personal injury then we will be liable for all costs and losses suffered as a result of our negligence.
- 27.3 Where we are liable for any loss or damage caused as a result of our failure to comply with our legal obligations or the Contract, our liability to you shall, except in respect of paragraph 27.2 be limited to £1,000,000 for each event (or series of connected events) in any 12 month period.
- 27.4 If you are caused loss or damage by a Network Operator, our liability to you will not exceed the amount that we are entitled to recover from the Network Operator on your behalf.
- 27.5 Your statutory rights are affected by the Contract. All provisions that might otherwise be implied by law or custom are excluded to the fullest extent permitted by law.

28. Safety and emergencies

- 28.1 You must not use the Energy supplied in any way or for any purpose which:
- i. Is a criminal offence;
 - ii. Causes or is likely to cause damage to any person or property; or
 - iii. Interferes or is likely to interfere with any equipment or property (whether located at the Address or elsewhere).

- 28.2 You must let us and your relevant Network Operator know immediately if you suspect a gas leak or any damage to the Metering Equipment which could cause danger or put at risk the safe supply of Energy. Contact details are provided on our website(s). You can find our emergency contact details within Section 2 of this Contract.
- 28.3 We may cut off, restrict or impose conditions on your Energy supply if (i) we have to do so by law or in an emergency, (ii) we are told to do so by Ofgem or the Network Operator or, (iii) something over which we have no control prevents us from supplying Energy to you.
- 28.4 Where this Contract is for the supply of gas and we are given a direction under section 2(1) (b) of the Energy Act 1976:
- i. We may cut off or restrict the supply of gas to the Address;
 - ii. You must comply with any instructions we give you in respect of your use of the gas, where it is necessary or expedient for us to take such action in order to comply with the direction and for such period as the direction is in force.
- 28.5 The Energy will be delivered to the Address by the Network Operator. The Network Operator is responsible for maintaining the network and the connection of the Address to the network, and it may disconnect the supply of Energy in accordance with its legal rights to do so. We have no liability in respect of any shut-down, interruption, delay, variation, reduction or impairment in the supply of Energy as a result of actions by the Network Operator.
- 28.6 Ownership of the Energy will transfer to you at the point that the Address connects to the Network Operator's network. Responsibility for the Energy and for loss of the Energy will transfer to you at the same point.

29. Transfer of rights

- 29.1 We may transfer, subcontract, assign or novate any or all of our rights (including the right to recover the Charges) or obligations under the Contract without your consent but this will not affect your rights under the Contract.
- 29.2 You may not transfer the Contract, or any of your rights and responsibilities under it, without first obtaining our written consent.

30. Notices

- 30.1 Any notice which we give to you (or you give to us) in writing must be sent by email, post or hand. A notice you give us in writing must be sent to our address as set out at the beginning of these General Terms and Conditions (or any new address we notify to you) and any notice which we give to you must be sent to the address you have given us (or any new address you may notify to us). Any notice which you give to us must clearly identify the Address to which it relates.
- 30.2 A notice sent by post will be treated as being received in the second Business Day after it is posted. A notice sent by email or hand will be treated as being received on the actual day of receipt if it is received before 5.00 pm on a Business Day or otherwise on the following Business Day.

31. General

- 31.1 The Contract constitutes the whole and only agreement between you and us relating to the supply of Energy to the Address. You acknowledge that you have not relied on any statement or promise made by us which is not set out or referred to in the Contract.

- 31.2 No provision of the Contract shall be enforceable by any third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 31.3 If we do nothing, or delay taking action, when you breach the Contract, e.g. by failing to pay the Charges when due, we will still be entitled to take prompt action to enforce a similar (or any) subsequent breach of the Contract by you.
- 31.4 Any action we take in accordance with our Supply Licence or other relevant laws shall not be treated as a breach by us of the Contract and nothing in the Contract shall limit or affect our rights or powers under our Supply Licence or other relevant laws.
- 31.5 If any part of the Contract is declared invalid by a court or regulatory authority, the validity of the rest of the Contract will not be affected.
- 31.6 In the Contract any references to:
- i. We/us/our includes references to our employees, Agents and contractors;
 - ii. Laws and industry rules includes references to those laws as modified, amended, extended or re-enacted from time to time;
 - iii. Sections are references to the sections of these General Terms and Conditions;
 - iv. The singular include references to the plural (and vice versa);
 - v. The terms 'include' and 'including' are without limitation to any other matters being included in or covered by the relevant provision; and
 - vi. Person or persons or other entities, are references to any legal or natural person including individuals, companies, sole traders, partnerships etc.

32. Governing law

- 32.1 The laws of England and Wales shall apply to the interpretation of the Contract and any disputes shall be dealt with by the courts of England and Wales, unless the application of Scottish law (or enforcement through the Scottish courts) is required because of the location of the Address.

*Community Owned, Community Led, Community Rewarding
Working together to create a better, fairer world*

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Part of The Midlands Co-operative Limited