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# Energy Supply Contract Terms

for Domestic Customers

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# Terms and Conditions

Economy Energy general terms and conditions for the supply of gas and/or electricity.

## 1 Meaning of words and phrases

1.1 The definitions and rules of interpretation apply to this Agreement.

- “Acts” means the Electricity Act 1989 and the Gas Act 1986 as applicable;
- “Agreement” means the agreement for the supply of gas and/or electricity to the Premises, including these Conditions and, if applicable, the Contract Application Form, the Confirmation Letter and any other documents implied or specifically referred to by us as forming part of the Agreement;
- “Authority” means the Gas and Electricity Markets Authority (GEMA) or the Office of Gas and Electricity Markets (Ofgem);
- “Base Rate” means the base lending rate of Lloyds Bank plc from time to time (or such other equivalent rate as we may reasonably specify), provided that if such rate falls below 2%, the Base Rate shall be 2%;
- “Business Day” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
- “Charges” means the charges and provisions payable by you to us in connection with the Supply as set out in the Confirmation Letter (subject to variation by us in accordance with the Conditions) or, where the Supply is being provided to you under a Deemed Contract, our Deemed Contract Rates, in either case together with all other charges, costs and expenses set out or referred to in the Agreement and including value added tax on such charges, provisions, costs and expenses and any other tax, levy, charge or duty related to, or on, the supply of gas and/or electricity or imposed on us as a supplier as we may reasonably attribute to you, as such charges and provisions may be varied from time to time in accordance with the terms of the Agreement;
- “Commencement Date” means the date on which we give you written notice pursuant to the Confirmation Letter that we have accepted your offer to take a supply of gas and/or electricity from us on the terms of the Agreement;
- “Conditions” means these terms and conditions (as may be amended from time to time in accordance with the terms hereof);
- “Confirmation Letter” means the letter issued by us to you confirming that we have accepted your offer to take a supply of gas and/or electricity from us at the Premises on the terms of the Agreement;
- “Contract Application Form” means the form completed by you and delivered to us in connection with the Supply;
- “Deemed Contract” means a contract which is deemed to have automatically been formed when we supply gas or electricity to your property where you have not actively agreed to a new supply of gas and/or electricity from us
- “Deemed Contract Rates” means the charges and provisions payable by you to us in connection with the Supply as we may notify to you from time to time pursuant to a Deemed Contract;
- “Deposit” means a cash deposit to be paid to us by you for the purposes set out in the Agreement;
- “Energy” means gas and/or electricity (as appropriate);
- “Equipment” means the meters and all other equipment which belongs to us and is used to transport, measure and control the Supply;
- “Fixed Term” means any Fixed Term (and any extension to a Fixed Term) as may be agreed between you and us from time to time;
- “Guaranteed Standards” means the guaranteed standards of performance to be provided by us as specified by Ofgem;
- “Industry Agreements” means all agreements, licences, authorisations, codes and procedures relating to the Supply;
- “Licences” means the licences granted to us under the Acts to supply gas and/or electricity;
- “Ofgem” means the Office of Gas and Electricity Markets (or any other organisation that replaces it);
- “Premises” or “Property” means the property (ies) to which we supply gas and/or electricity to you under the Agreement; “Registered” means we are registered as the supplier in respect of the Premises in accordance with all Industry Agreements, industry processes and regulations
- “Smart Meter” means a meter which tells us how much Energy you are using without us having to visit your home and which enables you to see how much Energy you are using;
- “Supply” means the supply of gas and/or electricity (as specified in the Confirmation Letter) by us to you at the Premises in accordance with the terms of the Agreement;
- “Supply Start Date” means the date on which we advise you that the Supply shall start;
- “Termination Date” means the later of (i) the expiry of the Fixed Term, and (ii) the date on which the Premises are no longer Registered to us under the Agreement;
- “we”, “us”, “our” or “Supplier” means Economy Energy Trading Limited (Company Number 07513319), Economy Energy, Friars House Manor House Drive, Coventry, CV1 2TE

- “you”, “your” or “Customer” means the person identified as the customer in the Confirmation Letter.

## 2 In the Agreement

- 2.1 In the Agreement:
- a) in references to persons shall be deemed to include references to natural persons, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality);
  - b) a reference to a person includes a reference to his executors, administrators, personal representatives, successors and assigns;
  - c) words in the singular shall include the plural and vice versa;
  - d) a reference to one gender shall include a reference to the other genders;
  - e) headings are included for convenience only and shall not affect the construction of the Agreement; and
  - f) any reference to a Condition is a reference to the corresponding paragraph in these Conditions.
- 2.2 References in the Agreement to statutory provisions shall (where the context so admits and unless otherwise expressly provided) be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted (whether before or after the date of the Agreement) and to any orders, regulations, instruments or other subordinate legislation made under the relevant statutes.
- 2.3 Any agreement, covenant, representation, warranty, undertaking or liability arising under the Agreement on the part of two or more persons shall be deemed to be made, given or assumed by such persons jointly and severally.
- 2.4 In the event of any inconsistency between the Conditions and any other provision of the Agreement, the Conditions shall prevail unless we expressly agree otherwise in writing.
- 2.5 A reference to writing or written includes emails.

## 3 The Contract

- 3.1 We agree to provide, and you agree to accept, the Supply, subject to the terms of the Agreement. By taking the Supply, you are deemed to have agreed to be doing so subject to the terms of the Agreement.
- 3.2 You confirm that by entering into the Agreement, the Supply to the Premises is taken wholly or mainly for a domestic purpose. You will let us know as soon as possible if that is no longer the case.
- 3.3 You confirm that the Premises are connected to mains gas and/or electricity and that you are the owner or occupier of, or have responsibility for, the Premises (or you will on the Supply Start Date).

- 3.4 Subject to the other provisions of the Agreement, the Agreement shall come into effect on the Commencement Date and shall continue until the Termination Date (unless terminated earlier in accordance with the terms of the Agreement).
- 3.5 The Agreement will terminate upon the commencement of a supply of gas and/or electricity to the Premises under a new agreement entered into between you and us.
- 3.6 The Agreement constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in the Agreement.
- 3.7 These Conditions apply to the Agreement to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.8 The Conditions will apply where we are supplying you pursuant to the terms of a Deemed Contract.

## 4 Your Right To Cancel

- 4.1 You can cancel the Agreement within 14 days of the Commencement Date by calling us on **0333 103 90 53** or writing to us at **Customer Services Manager, Economy Energy, Friars House Manor House Drive, Coventry, CV1 2TE**.

## 5 Supply Start Date

- 5.1 The Supply in respect of the Premises shall start on the Supply Start Date, which will be within 21 days after your right to cancel the Agreement under Condition 3 ends unless:
- a) you ask us to transfer the Supply at a later date;
  - b) we have asked you to provide a Deposit and you have not done so; or
  - c) you cancel the Agreement under Condition 4; or
  - d) any of the conditions in paragraph 14 A.2 of our Licences apply, including (without limitation):
    - (i) your previous supplier prevents us from taking over the Supply;
    - (ii) we do not have all of the information we require in order to complete the transfer of the Supply, despite us having taken all reasonable steps to obtain the missing information from you, and we cannot readily obtain that information from other sources;
    - (iii) the Premises are not connected to the relevant gas and/or distribution network or you do not have suitable metering arrangements in place that would allow us to provide the Supply to you;
    - (iv) we are prevented from completing the transfer of the Supply due to any other circumstance which is out of our control and which we have taken all reasonably practicable steps to resolve; or

e) a Smart Meter has been installed at the Premises and we are unable to operate that meter as a standard gas and/or electricity meter.

- 5.2 If any of Conditions 5.1.b, 5.1.c, 5.1.d or 5.1.e apply then the Agreement shall come to an end immediately and we shall not be liable to you for any costs, losses, charges and/or expenses you incur in those circumstances.
- 5.3 It is your responsibility to terminate any agreements with other suppliers in relation to the supply of gas and/or electricity to the Premises. You authorise us to act on your behalf in order to terminate contracts you have with other suppliers in connection with the supply of gas and/or electricity to the Premises and to take all other reasonable steps as are necessary for us to transfer the supply of gas and/or electricity to the Premises to us.
- 5.4 We shall have no liability to you if we are unable to transfer the supply of gas and/or electricity within the timescales specified in Condition 5.1 for reasons beyond our control.

## 6 Supply

- 6.1 The Supply to the Premises may be temporarily or permanently discontinued or altered:
- a) to avoid danger;
  - b) in accordance with the Act or any other law or industry agreements relating to the supply of gas and/or electricity;
  - c) to avoid failure or interference in our supply of gas and/or electricity to any other person caused by your failure to comply with the terms of the Act or any other law or industry agreements relating to the supply of gas and/or electricity;
  - d) in the case of an accident or emergency;
  - e) to enable maintenance works to be undertaken;
  - f) in accordance with the terms of your electricity connection agreement with the operator of the relevant electricity distribution network; or
  - g) in the event of any breach of the Agreement by you.
- 6.2 Where the Supply is temporarily or permanently disconnected or altered due to an act or omission by you, we shall be entitled to charge you a restoration charge before restoring the Supply.
- 6.3 Title and risk to gas and/or electricity which forms the Supply shall pass to you at the point(s) at which gas and/or electricity is metered prior to supply to the Premises.
- 6.4 You agree to use the gas supply so as not to interfere with the efficient supply of gas to other customers.
- 6.5 We have a priority service register. If you have any special needs in relation to the Supply, then you must let us know.

## 7 Your Obligations

- 7.1 During any Fixed Term, you will not do anything to transfer the Supply to another supplier except where you cease to own or occupy the Premises.
- 7.2 Where you cease to own or occupy the Premises, you will give us as much advance notice as reasonably practicable, together with your new address and details of the new owner or occupier of the Premises. You will continue to be liable for the Charges in accordance with Condition 7.5.
- 7.3 If another supplier attempts to transfer the Supply, we shall be entitled to object to such transfer where:
- a) you have not paid any Charges that are due to be paid to us (unless we are not entitled to do so under the terms of the Licences); and/or
  - b) any Fixed Term will not have expired on or before the date of a proposed transfer; and/or
  - c) the transfer of the Supply to another supplier would otherwise be in breach of the terms of the Agreement.
- 7.4 The Agreement will end no later than:
- a) the date on which you stop owning or occupying the Premises (provided that you have given us notice at least two Business Days before the date on which you stop owning or occupying the Premises); or
  - b) if you have stopped owning or occupying the Premises without giving us notice (as referred to in Condition 7.4.a above), the first to happen of the following:
    - c) the end of the second Business Day after you have given us notice that you have stopped owning or occupying the Premises; or
    - d) the date on which any other person begins to own or occupy the Premises and takes a supply of gas and/or electricity at the Premises.
- 7.5 Where the Agreement comes to an end under Condition 7.4, you will be liable for the Charges and the supply of gas and/or electricity to the Premises until the date on which the Agreement comes to an end.
- 7.6 You shall be entitled to transfer the Supply to another supplier by giving us not less than 28 days' notice. If you transfer the Supply to another supplier during a Fixed Term, you may have to pay us a termination fee as referred to in the Confirmation Letter.
- 7.7 If you have a Deemed Contract with us and want to switch to another supplier, you must notify the other supplier and tell them you wish to be supplied by them.
- 7.8 Without prejudice to any other rights we may have under the Agreement or otherwise, we can end the Agreement by giving you not less than 28 days' notice in writing.

## 8 Variations

8.1 We can change the terms of the Agreement and increase any of the Charges, (unless we have expressly agreed otherwise) at any time. If we increase any of the Charges or if any other change disadvantages you, we will give you at least 30 days' written notice in advance of that change taking effect. Any such increase or change will not take effect if:

a) you enter into a new agreement for the supply of gas and/or electricity to the Premises with us which comes into effect no later than 20 Business Days after (but not including) the date on which the change or increase in the Charges has effect; or

b) you request that another supplier supplies gas and/or electricity to the Premises within 20 Business Days after (but not including) the date on which the change or the increase in the Charges has effect and that other supplier begins to supply you with gas and/or electricity within a reasonable period of time after telling us.

c) If, following receipt of a notice from us under Condition 8.1 you take steps to transfer the supply of gas and/or electricity to the Premises to a new supplier, we shall be entitled to object to the transfer if any payment you are due to make to us under the Agreement is outstanding. If any such outstanding sums are not paid to us within 30 Business Days of us giving you notice that we will object to the transfer, the change and/or increase in the Charges notified to you under Condition 8.1 shall take effect.

8.2 In addition to our rights under Conditions 8.1 and 8.2, we can mutually agree any other changes to the Agreement with you (including increasing any of the Charges). Either you or us can propose a change to the Agreement, but the other is not required to agree to any proposed change. If we propose a change to the Agreement:

a) we will tell you what we propose;

b) if the proposed change increases the Charges or otherwise disadvantages you, we will give you written notice and an explanation of the proposed change before they take effect; and

c) we will not make any changes to the Agreement under this Condition 8.2 unless you agree to them.

8.3 If you and we agree any changes to the Agreement under Condition 8.2, we will confirm those changes to you in writing within 5 Business Days of the changes being agreed.

## 9 Charges and Payments

9.1 You will pay to us the Charges calculated in accordance with the terms of the Agreement.

9.2 The quantity of gas and/or electricity supplied to you under the Agreement shall be measured by the meter(s) at the Premises. We shall be entitled to submit to you an invoice based on our reasonable

estimate of the gas and/or electricity consumed where a reading of any such meter is not available to us, and you agree to pay any such invoice. Where we issue an invoice based on an estimate of consumption, we shall make such adjustment as is appropriate (if any) on the basis of the next actual reading of the relevant meter(s).

9.3 If the Premises are connected to an independent gas transporter's network we may vary the terms and conditions including the price for the Supply of gas.

9.4 If you pay by Direct Debit you agree to the following terms:

a) We need to agree the fixed amount you need to pay at first to cover your yearly energy costs. We'll then review this amount every 6 months. We may carry out more frequent reviews. Unless we decide that it's necessary to do so, we won't alter your Direct Debit when you make any extra 'one-off' payments, but at each review we will take account of one-off payments you have made.

b) When we review your Direct Debit, we will estimate the cost of the energy you will use (your 'estimated annual energy cost') up to the date of the next annual Direct Debit review date. This will be based on your past energy use, current prices, and any debt or credit on your account.

c) If, on the date we review your Direct Debit your account is in credit over £5, we'll refund the amount you are in credit if you have given us your own meter reading within the last three months. If your account with us is in debt, we may claim an additional payment from your bank account. By choosing to pay by Direct Debit, you agree to these payment terms.

d) If you choose to pay by Direct Debit, you must continue to use that payment method to pay the charges unless you or we have made a change. If you fail to do so, we will write to you, explaining what has happened and giving you a date when you need to re-start your Direct Debit

e) If we are unable to collect your direct debit, having tried three times, we reserve the right to move you on to our default tariff (Evergreen) and onto the cash/ cheque payment method or we may decide to install a prepayment meter. You can find the cash/ cheque prices for our Evergreen tariff by viewing the tariff information label on our website or by calling us. If you are unhappy with the tariff we have moved you on to, you will need to contact us to discuss alternative options available to you.

f) If you pay by direct debit your banking information is retained by us. This information is held by us securely, is used solely in accordance with the written instructions you give us and is never disclosed to a third party. We will act within accordance to the Direct Debit Guarantee.

9.5 Without limiting any of our other rights or remedies, if you fail to make any payment due to us under the

Agreement by the due date for payment and/or in accordance with any payment plan agreed by us ("Due Date"), we shall be entitled to:

a) charge you interest on the overdue amount at the rate of 4 per cent per annum above the then current Base Rate, accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount in full, whether before or after judgment, and compounding quarterly;

b) to recover from you all costs, charges and expenses incurred by us and/or any third party appointed by us in attempting to recover any sums due by you to us or for any breach by you of the Agreement; and/or

c) disconnect or de-energise the Supply and recover any costs reasonably incurred by us in doing so.

You shall pay all amounts due under the Agreement in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

9.6 In addition to the Charges, you will also pay to us on demand:

a) any costs, charges and expenses incurred by us in connection with the disconnection or reconnection a supply of gas and/or electricity to you under the Agreement or a de-energisation or energisation of electricity Supply Point(s); and

b) any costs and expenses incurred by us in connection with you making any payments due to us under the Agreement by way of credit, debit or charge card.

9.7 When signing up to Economy Energy we reserve the right to run a credit check using credit reference agencies (CRAs). We will use this information to validate the information you have supplied and we may use the credit score to ensure the suitability of the product you have signed up for.

We may also use a credit check at any time to undertake a review of your credit status or trace your current information if you cease to own and/or occupy the Premises and there is an outstanding balance on your account.

9.8 If we are not satisfied (in our sole discretion) with your credit status at any time, you have failed to pay any sum due to us by the date due in terms of the Agreement or you fail a credit check, we reserve the right to:

a) request a Deposit (or increase any Deposit held by us) in such amount as may be acceptable to us; and/or

b) terminate the Fixed Term immediately upon notice to you; and/or

c) terminate the Agreement immediately upon notice to you; and/or

d) require you to pay us by an alternative payment method selected by us.

e) We shall be under no obligation to hold any Deposit on trust for you or in a separate bank account specified for that purpose.

9.9 If we require provision of a Deposit, the Supply shall not commence until such Deposit has been provided to us. If at any other time you fail to provide a Deposit within 14 days of our request, such failure shall be deemed to constitute a material breach of the Agreement and we shall be entitled to either: -

a) terminate the Agreement forthwith by writing notice to you; or

b) require that you replace your meter(s) with a pre-payment meter(s).

c) We can request a Deposit from you or replace your meter(s) with a pre-payment meter(s) if you fail to pay or are late in paying the Charges. If, as a result of your conduct, you do not provide a Deposit or it is not safe and/or practical to install a pre-payment meter(s) we may disconnect or de-energise your Supply and recover any costs reasonably incurred by us in doing so.

9.10 In addition to any other rights we may have under the Agreement, the Deposit may be set-off by us against any unpaid monies you are due to pay us.

9.11 If there is more than one Customer under the Agreement, we shall be entitled to claim the whole or part of all sums due to us under the Agreement from any one (or more) Customer(s).

## 10 Metering

10.1 You are responsible for making sure the Equipment is protected, maintained in good working order and kept in safe condition. If the Equipment is damaged in any way through misuse, neglect or vandalism we may charge you for any costs we reasonably incur in order to repair and/or replace the Equipment.

10.2 Upon request you will give us meter readings or, if you do not do so, allow us or any person on our behalf, safe access to the Premises to obtain meter readings.

10.3 We are not responsible for any faults in Equipment that we do not own or provide to you.

10.4 If you or we believe that metering equipment is not accurately measuring the amount of gas or electricity supplied to the Premises and as a result, you or we are bound or entitled in terms of the Act and the Industry Agreements for the accuracy of the metering equipment to be tested, then where we are bound to undertake such test or either or us requests such test to be undertaken, the metering equipment shall be tested in accordance with the Acts and the Industry Agreements as soon as practicable. If the

metering equipment is found to be working within the limits of accuracy required by the Acts or the Industry Agreements, the cost of such inspection and testing will be borne by whoever disputed the accuracy of the metering equipment. If the metering equipment is not working within the limits of accuracy required by the Acts or the Industry Agreements, you shall be responsible for all costs incurred.

- 10.5 If you wilfully damage or interfere with metering equipment or we suspect that you have done so, we shall be entitled to do any of the following:
  - a) where we believe that the metering equipment has not been accurately measuring the amount of gas and/or electricity supplied to the Premises as a result of such damage and/or interference, we shall estimate how much gas and/or electricity has been used by you at the Premises for the relevant period and you agree to pay the Charges in respect of that Supply; and/or
  - b) charge you the reasonable costs incurred by us in order to visit the Premises to check, repair and/or replace the metering equipment; and/or
  - c) advise any third parties who may be interested, including other suppliers and law enforcement agencies; and/or
  - d) terminate the Agreement.
- 10.6 If we disconnect, reconnect or suspend the Supply, or reposition your meter, we will be entitled to make a reasonable charge.
- 10.7 If your chosen pricing structure is incompatible with your existing meter, we will re-programme and/or replace your meter. You will be charged the reasonable costs incurred by us for this.
- 10.8 If you request a visit to the Premises to check the Equipment, we may make a reasonable charge.
- 10.9 If you make an appointment with us and cannot keep it, you must tell us, at least 24 hours beforehand, or we may charge you for the appointment.
- 10.10 If you have a credit meter and owe us money, you agree to allow us to recover the debt, plus any reasonable charges incurred by us. If you have a prepayment meter and owe us money, you agree to allow us to recover the debt, plus any reasonable charges incurred by us, by you paying more on your pre-payment meter than is required to pay for the gas and/or electricity you use. If we supply the Premises with both gas and electricity, you agree that we may use either pre-payment meter to recover a debt, plus any reasonable charges incurred by us, from the supply of either fuel.
- 10.11 You are responsible for your pre-payment key and/or card, or your budget payment card and you must keep it safe and undamaged. You may be charged the reasonable costs incurred by us in replacing any lost or damaged keys/cards.

## 11 Access Rights

- 11.1 You will allow us, our agents and contractors, the operators of the local gas and electricity distribution networks and any of their agents and contractors and any other person that we require full, free and safe rights of access to the Premises at all times:
  - a) if we believe it is necessary in order to disconnect or de-energise the supply of gas and/or electricity to the Premises to avoid danger to life and/or property or in any other case of emergency; and/or
  - b) for any purpose authorised or required in terms of the Act, the Industry Agreements; or
  - c) for any other purpose connected to the Supply.
- 11.2 You will give us and any other person we require full, free and safe rights of access to the Premises at all times and on such notice as may be reasonable or required under the Acts (if any) in order to inspect, maintain, repair and/or replace any Equipment.

## 12 Transfer of information and charges

- 12.1 You agree that we may transfer any outstanding charges, credit and information in connection with the Supply:
  - a) from a previous supplier to us;
  - b) by us to a subsequent supplier;
  - c) and, where Condition 11.1.1 applies, we will be entitled to recover the outstanding charges and any reasonable costs incurred by us in doing so.
- 12.2 If you are supplied through a prepayment meter, you cannot transfer to another supplier until any outstanding debt is cleared or the new supplier agrees to pay to us in full any debt you owe us.
- 12.3 We reserve the right not to accept the transfer of any outstanding charges and/or debt you owe to your previous supplier in connection with the supply of gas and/or electricity to the Premises in our sole discretion. If we do not accept the transfer of any such charges and/or debt, you acknowledge and agree that the supply of gas and/or electricity to the Premises may not transfer to us.
- 12.4 Any debt on a pre-payment meter may be reassigned under the debt reassignment protocol.

## 13 Electricity – National Terms of Connection

- 13.1 We are acting on behalf of your electricity 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 the Agreement 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. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF. Or phone 0207 706 5137, or visit the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk)

## 14 Personal Information

- 14.1 Any information which you provide to us or our agents or contractors or we otherwise hold (whether or not under the Agreement) may be used by us and/or given to and used by our agents and/or our contractors as follows:
- to identify you when you contact us;
  - to contact you through mail, telephone or other electronic means;
  - to administer any accounts, services and products provided by us now or in the future;
  - for market research and analysis;
  - for testing computer systems;
  - to help us, our agents and/or our contractors to detect debt, fraud or loss;
  - to inform you about other services and products which may be of interest to you; and
  - for training purposes,
  - and for any other purposes reasonably ancillary to any of the above.
- 14.2 We may transfer personal data to countries outside the European Economic Area for the purposes referred to in Condition 14.1.
- 14.3 We may monitor and/or record communications with you (including telephone conversations and e-mails) to confirm your identity, ensure security, maintain service quality and for training purposes.
- 14.4 When you apply to us for a supply of gas and/or electricity we and/or our suppliers may check the following records relating to you for the purpose of assessing applications or verifying identity:
- our own;
  - publicly available records; and
  - personal and business records at credit reference agencies (CRAs).
- 14.5 When CRAs receive a search from us and/or our suppliers, they will place a search footprint on your business and, where applicable, personal credit file that may be seen by others.
- 14.6 We and/or our suppliers may periodically review the records referred to in Condition 14.4 to help us manage the arrangements under the Agreement on an ongoing basis. Those checks will be used to assess the ongoing suitability of the payment arrangements you have with us.
- 14.7 If you give us false or inaccurate information and we suspect or identify fraud, we will record this and
- may also pass this information to other organisations involved in crime and fraud prevention.
- 14.8 If you have received products and/or services from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.
- 14.9 Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.
- 14.10 You are entitled to a copy of the data held about you on our systems on payment of a fee. You may also request more information about how we and CRAs use your data by writing to:

### **Economy Energy Friars House Manor House Drive Coventry CV1 2TE**

- 14.11 You can contact the CRAs currently operating in the UK. The information each CRA holds may not be the same. They will charge you a small fee.
- Creditsafe UK, Bryn House, Caerphilly Business Park, Van Road, Caerphilly CF83 3GG  
Telephone 029 2088 6500  
[www.creditsafeuk.com](http://www.creditsafeuk.com)
  - Call Credit, Consumer Services Team, PO Box 491, Leeds LS3 1W  
Telephone 0870 060 1414  
[www.callcredit.co.uk](http://www.callcredit.co.uk)
  - Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford BD5S  
Telephone 0870 010 0583  
[www.myequifax.co.uk](http://www.myequifax.co.uk)
  - Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF  
Telephone 0870 241 6212  
[www.experian.co.uk](http://www.experian.co.uk)

## 15 Limitation of Liability

- 15.1 Nothing in these Conditions shall be deemed to restrict or exclude our liability for death or personal injury caused by our negligence.
- 15.2 Subject to Condition 15.1
- we shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of actual or anticipated profit, revenue, contract, production or goodwill or any indirect or consequential loss arising under or in connection with the Agreement; and
  - our total liability to you in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including

negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £100,000.

- 15.3 This Condition 15 shall survive termination of the Agreement.

## 16 Termination

- 16.1 Without limiting any of our other rights or remedies, we may terminate the Agreement and, where Conditions 16.1.a or 16.1.b apply, disconnect or de-energise the Supply with immediate effect by giving written notice to you if:
- a) you are in material breach of the Agreement;
  - b) you fail to pay any amount due under the Agreement on the due date for payment;
  - c) you are the subject of insolvency or bankruptcy proceedings;
  - d) our Licence is revoked;
  - e) we are required to do so as a result of the actions of the Authority.
- 16.2 We can terminate a Fixed Term at any time if you are in breach of the terms of the Agreement by giving you written notice, such notice to take effect immediately upon receipt by you.
- 16.3 The Agreement will terminate automatically in respect of the Premises if the Authority issues a notice to another supplier to take over the supply of gas and/or electricity in relation to the Premises.
- 16.4 If either we or you fail to fulfil any obligations under the Agreement (other than payment obligations) because of an event or circumstance outside our or your reasonable control (as the case may be), that failure will not be a breach of the Agreement for the duration of that event or circumstance.
- 16.5 Your contract will end automatically if a last resort supply direction (as defined in the Licences) is given to another a supplier in respect of the supply of energy to our customer's properties.

## 17 Consequences of termination

- 17.1 On termination of the Agreement for any reason:
- a) you shall immediately pay to us all of the outstanding unpaid invoices and interest and, in respect of any Supply for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;
  - b) the accrued rights, remedies, obligations and liabilities of you or us as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and
- 17.2 any provisions of the Agreement which expressly or by implication have effect after termination shall continue in full force and effect.

## 18 General

- 18.1 We may at any time assign, transfer, subcontract, or deal in any other manner with all or any of our rights and obligations under the Agreement and may subcontract or delegate in any manner any or all of our obligations under the Agreement to any third party or agent. In the event that we assign or transfer any or all of our rights and obligations under the Agreement, the party that acquires such rights and assumes such obligations will do so as if it had been the original party to the Agreement with you and we will be unconditionally and irrevocably released from all of our obligations to you under the Agreement assigned and transferred.
- 18.2 You shall not be entitled to assign or transfer with all or any of your rights or obligations under the Agreement.
- 18.3 No failure or delay by us in enforcing any of our rights under the Agreement shall be construed as a waiver of those rights, unless a waiver is made in writing. Such waiver shall not be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 18.4 If any provision of the Agreement or any part thereof is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected thereby.
- 18.5 Except as set out in the Agreement, any variation, including the introduction of any additional terms and conditions, to the Agreement, shall only be binding when agreed in writing and signed by us.
- 18.6 We shall be entitled to make any amendments required to the Agreement in order to comply with any Industry Agreements, any change in law, any order made in terms of the Act or as result of any order or direction of the Secretary of State, court of competent authority or the Authority.

## 19 Notices

- 19.1 Any notice required to be given under or in connection with the Agreement shall be in writing and shall be delivered personally, by post or by email, in the case of you, at the Premises or the last email address that you provided to us and, in the case of us, to Economy Energy, Friars House Manor House Drive, Coventry, CV1 2TE or customer.services@economyenergy.co.uk, or such other address as either you or we give notice of to the other from time to time. Notices will be deemed to have been received two Business Days after being sent.

## 20 Governing Law

- 20.1 The laws of England and Wales (where the Premises are in England and Wales) or Scots law (where the Premises are in Scotland) shall apply to the Agreement.

## 21 Supply Characteristics

- 21.1 The electricity delivered to the Premises will normally be at the voltages set out below:
- a) connection voltage and permitted variations: at 400/230, 460/230 and 230 volts, plus 10% or minus 6%;
  - b) number of phases of supply; at 400/230 volts, three; at 460/230 volts and 230 volts, one; and
  - c) frequency of supply and permitted variations; at all voltage levels, 50 hertz, plus or minus 1%.

## 22 Emergencies and Safety

- 22.1 If you suspect or are aware of a gas leak you must immediately call the Gas Emergency Number (0800 111 999). You will find this number printed on all bills, accounts and/or statements.
- 22.2 We can discontinue or restrict the supply of gas to you in the event of an emergency, a safety issue or as a result of legal or regulatory requirements, and you will stop using or restrict the use of gas if we or the relevant Gas Transporter instruct you to.
- 22.3 You must not misuse your supply of gas so it becomes a health and safety risk or is likely to damage people or property.
- 22.4 You must tell your Electricity Distributor immediately if you suspect or are aware of anything relating to the supply or distribution of electricity that may:
- a) cause danger or require urgent attention; or
  - b) affects or is likely to affect the maintenance of the security, availability and quality of service of the electricity distribution network.

Contact details are printed on all statements and bills.

## 23 Service Levels and Complaints

- 23.1 The service levels we are obliged to meet and the compensation arrangements which apply if these contracted quality service levels are not met are set out in our Guaranteed Standards of Performance (GSoP) on our website.
- 23.2 If you would like free, independent advice about your energy supply, you can download from our website a free copy of 'Know Your Rights', a fact-sheet produced by Citizens Advice and Citizens Advice Scotland. As an energy consumer you can contact Citizens Advice consumer service, who offer a free, confidential and independent service, on **03454 04 05 06** or go to their website [www.citizensadvice.org.uk/energy](http://www.citizensadvice.org.uk/energy)
- 23.3 If there is a complaint regarding the terms and

conditions and/or supply of energy, please call us on **0333 103 90 53**, us at [customer.complaints@economyenergy.co.uk](mailto:customer.complaints@economyenergy.co.uk) or write to us on: **Economy Energy, Friars House Manor House Drive, Coventry, CV1 2TE**. We aim to respond to within 10 working days. If you are still not satisfied you may have your case escalated to a team leader or a manager. We will aim to respond within a further 10 working days. All information regarding our complaints procedure can be found on our website.

- 23.4 If you are still dissatisfied, or if 8 weeks have passed since you first registered your complaint and no resolution has been reached, you can contact the Ombudsman Services: Energy (who are a free and independent body approved by Ofgem to investigate complaints) and whose decision we are bound by, on **0330 440 1624** or [www.ombudsmanservices.org/energy](http://www.ombudsmanservices.org/energy)

## 24 Smart Metering

- 24.1 These terms and conditions are additional to the general terms and conditions of your contract and apply if a Smart Meter is at the Property.
- 24.2 When we install a Smart Meter we will not charge you for the installation. We will show you how to use the Smart Meter. The Smart Meter and IHD (In Home Display) unit belongs to us or our agents.
- 24.3 If you already have a Smart Meter installed at the Property you should tell us before you attempt to transfer to us as we may not be able to support the meter you have.
- 24.4 We will collect daily data related to your consumption and your bill will be based on these readings. If we cannot collect or access these readings (for example a failure with your meter) we may estimate your bills.
- 24.5 The IHD (In Home Display) will only work with the Smart Meter installed and not with any other meter.
- 24.6 You agree to let us use your Smart Meter to manage your supply of energy from a distance, without needing to visit the property. This can include reading, repairing or updating your Smart Meter, switching its mode, for example from credit to prepayment, disconnecting the supply or monitoring the energy you use.
- 24.7 You must take reasonable care of the Smart Meter and the IHD. If you damage either you may incur costs to repair it. You must tell us straight away if:
- a) your meter or IHD becomes damaged or stops working properly;
  - b) you think the meter or the IHD has been tampered with; or
  - c) anything happens that might prevent us from being able to access your meter (for example building work at the Property).

