

Standard Terms and Conditions for Domestic Gas and/or Electricity Supply



time for change

1. About this contract

- 1.1 These terms and conditions create a legally binding contract between 'you' (the customer) and E (Gas & Electricity) Ltd (company number 08520118). 'We', 'us', and 'our' are E (Gas & Electricity) Ltd.
- 1.2 This contract for the supply of energy to a property will start from the earliest of the following dates ('the supply start date'):
 - the date when you make an online application (either directly or via a third party such as an energy comparison site) for the property to be supplied; or
 - the date when you accept our offer over the phone to supply the property; or
 - the date when we receive your signed application for the supply.
- 1.3 You confirm that you own or occupy the property, that you are responsible for the energy supply there, and that the property is connected to mains electricity and/or gas.
- 1.4 If you move into or become responsible for a property that we are already supplying with energy or where Ofgem has appointed us as your energy supplier, you will be bound by the terms and conditions of this contract until the earliest of the following events:
 - you enter into a contract with us; or
 - you switch to an alternative energy supplier; or
 - a landlord or another occupier becomes responsible for the property.
- 1.5 Before we start your energy supply we may run a credit check and this might show that we need you to first provide us with a security deposit (see clauses 7 and 8 of this contract for further information). We will not be responsible for paying any charges from your old energy supplier if your supply start date is delayed because you have not provided a security deposit.
- 1.6 We will write to you with the supply start date under this contract. Once started, your energy supply will continue until it is terminated in accordance with either clause 6 of this contract or the provisions of our licence to supply energy.
- 1.7 If any Green Deal Charges are owed relating to the property, we will be unable to supply energy to it. You must tell us before the supply start date if any such charges are owed, and this contract will then be cancelled.

2. Charges and charge rates

- 2.1 The charges for energy supplied will be as stated from time to time in our public information.
- 2.2 We will write to you to confirm your tariff and the applicable

charge rates at the start of this contract and whenever the tariff or charge rates change. The latest charge rates for your tariff (including deemed contract tariffs) can also be found on our website: www.e.org/prices.

- 2.3 All charges for energy supplied will be subject to any UK tax or duty payable on the supply at the prevailing rates.
- 2.4 We may also charge you if we need to do any of the things described in clauses 6.1 (the fifth bullet), 11.5, 15.1, or 21.1 of this contract.

3. Payment for the supply

- 3.1 We will send you regular bills or statements for the energy supplied. These will be based on actual meter readings, or on estimated meter readings if we do not have an up-to-date meter reading. We will adjust your bill if requested on receipt of an actual meter reading.
- 3.2 All outstanding charges on your account must be paid in accordance with the payment method you have agreed under this contract.

4. Payment methods

- 4.1 The following payment methods are available:
 - Prepayment means you will pay for your energy supply in advance each month through your prepayment meter. If you sign up (or switch) to one of our tariffs for prepayment meters, you are required to have such a meter and must pay for the supply through it. If you are on a deemed contract and have a prepayment meter, you agree to pay for the energy supply through that meter.
 - Budget Direct Debit means that you will pay for your energy supply in advance each month by direct debit. If you are on a deemed contract and have a credit meter, you agree by default to pay for the supply by Budget Direct Debit (unless we agree a different payment method with you). Your monthly direct debit amount will be based on the amount of energy we think you will use each year (and we may increase this amount to cover additional usage in the winter months). We will review your direct debit amount at least twice a year to ensure that you are paying enough to cover the energy you use, or to reduce your direct debit amount if it is obviously too high. We may require up-to-date meter readings before we reduce your direct debit amount.
 - Standard Credit means paying for your energy supply in arrears by cash, cheque, or other means that we agree with you. Payment is due within 7 days after the date shown on your bill, and the amount you owe must be paid in full by that time.
- 4.2 If you ask to pay for your energy supply by a different method, we may run a credit check and the result might mean that you need to provide a security deposit (see clauses 7 and 8 of this contract for further information) before we can let you pay by that method.

5. Payment difficulties

- 5.1 If you are finding it difficult to pay for your energy supply, we will try to help you, but we can only do this if you contact us to let us know. You can call our Customer Service Team on phone number 0333 103 9575, or for more information visit our website: www.e.org/support.
- 5.2 If you have a prepayment meter, and as a result of you contacting us under clause 5.1 we agree to apply a credit sum of money to the meter to restore or maintain your energy supply, we will expect you to repay this amount through your future top-ups. This will be done as an agreed proportion of the top-ups and will be discussed with you at the time. Your agreement to this process will be needed before the credit is applied.

6. Debt and late payments

- 6.1 If you do not pay your bill on time, or your direct debit payment is not successful, or if you otherwise fail to comply with the conditions of your payment method, we may do any of the following things where applicable:
- request immediate payment of the outstanding amount;
 - resubmit direct debit payment requests;
 - require you to provide us with a security deposit (see clause 8 of this contract for further information);
 - arrange for a prepayment meter to be installed and move you to a different tariff;
 - arrange to disconnect your energy supply (after giving you at least 7 days' notice).
- 6.2 If you have a prepayment meter and owe us money, you agree to allow us to recover the debt, plus any charges incurred, by collecting more from you through that meter than is required to cover the charges for the energy you are using.
- 6.3 If we are supplying you with both gas and electricity through two separate prepayment meters, you agree that we may use either of those meters to recover a debt, plus any charges incurred, in relation to either or both of the two fuels supplied.
- 6.4 We reserve the right to recover any costs incurred in relation to any lawful disconnection or reconnection of your energy supply.

7. Credit checks we may run

- 7.1 We may run credit checks on you before we start to supply energy and/or while we are supplying it. We may use the information from a credit check to do any of the following things:
- verify your identity;
 - assess your application for energy supply and inform our decisions on payment methods and security deposits;
 - make decisions on services that we may offer or provide to you;
 - prevent crime, fraud, and money laundering;
 - trace your whereabouts and recover debts that you owe;
 - undertake statistical analysis.
- 7.2 You should be aware that a credit check request will create a footprint on your credit checking history whether or not we

decide to supply you, or are supplying you, with energy. It may also affect your general credit rating.

8. Security deposits

- 8.1 We may require you to provide a security deposit if it is reasonable in all the circumstances. The amount of your security deposit may be put towards your energy supply bill if you do not pay that bill on time.
- 8.2 If we ask you for a security deposit, its amount will depend on your circumstances and the likely amount of your energy supply bill. We may change the deposit amount if your circumstances change.
- 8.3 You may pay for your energy supply by using a prepayment meter if you would prefer not to provide a security deposit (unless a deposit relating to meter damage or meter interference is required under clause 15.2 of this contract).
- 8.4 If you do not provide a security deposit (or an increased deposit amount) when we request it, we may, as applicable, either refuse to start your energy supply or require you to pay for the supply through a prepayment meter.

9. Access to the property

- 9.1 You must allow us, our agents, and/or the energy network operator safe access to your property at all reasonable times for the purposes of maintaining and operating your energy supply, or reading or replacing a meter, or inspecting and, if necessary, cutting off the gas and/or electricity supply in accordance with our rights to do so under this contract.
- 9.2 In all cases, except for meter readings, reasonable advance notice will be given before we exercise any of our powers of entry, which are subject to statutory and regulatory restrictions. Any person authorised by us to enter your property will carry and produce a duly authenticated document showing his or her authority.

10. Duration of this contract

- 10.1 If you have a 12 month fixed term contract, it will remain in force for a fixed term of one year from the supply start date. At the end of the contract, we will automatically transfer you to the cheapest evergreen tariff we have available, until you start a new fixed term contract with us or switch to another energy supplier.
- 10.2 If you have a fixed term contract other than one described in the previous paragraph, it will remain in force for a fixed term lasting for the period that is specified in the contract, beginning from the supply start date (for new customers) or from the date we agree with you (if we are already supplying you). At the end of the contract, we will automatically transfer you to the cheapest evergreen tariff we have available, until you start a new fixed term contract with us or switch to another energy supplier.

11. Termination and renewal

- 11.1 If this contract is terminated for any reason, you must nevertheless continue to pay us for all energy received by you and billed to you under the contract.
- 11.2 Unless this contract is terminated in accordance with clause

11.3, it will be automatically renewed onto the cheapest evergreen tariff we have available.

11.3 If you want to end this contract, we will stop supplying the property with energy when either:

- another energy supplier has started to supply the property, or
- the property has been disconnected because you have given us written notice that you no longer require an energy supply there.

11.4 If you are moving out of the property, you must give us at least 2 working days' notice that you are giving up responsibility for the energy supply. If you do not give us that notice, you must continue to pay us for the energy supply. But you will not have to pay for any energy that is supplied:

- after two working days after you have given us notice that you are no longer responsible for the energy supply, or
- from the day on which the new occupier requires us or another energy supplier to supply the property.

11.5 We may cut off your energy supply or end this contract when we need to under the general law, or if you have committed a serious breach of this contract, or if someone else has cut off the supply without our permission. We may charge you for cutting off the supply.

12. Liability of the parties

12.1 Neither you nor we will be liable for any breaches of this contract caused by anything beyond reasonable control.

12.2 Neither you nor we will be liable for the other's loss of use, profits, or revenue, or for any indirect or consequential loss arising out of this agreement. Except in the case of personal injury or death, liability for negligence will not exceed £100,000.

13. Changes to this contract

13.1 We will give you 30 days' written notice before a change to any of the terms and conditions of this contract takes effect. You will have 14 days from your receipt of our notice during which you may terminate this contract and, if you tell us of your intention to do so, the changes will not affect you.

13.2 You cannot transfer this contract to anyone else without our prior written permission (which does not include email). We may transfer this contract to any company that can legally supply you with energy. Ofgem also has power under our energy supply licence to require the contract in some circumstances to be so transferred.

13.3 If Ofgem or the Government make changes to our licence, we may need to make changes to this contract. If this happens, we will tell you as soon as we reasonably can.

14. Domestic customers' cancellation rights

14.1 If you are a domestic customer and have signed this contract either during a visit to your home by a third party, or during such a visit by one of our representatives, or at an event with our representatives, or following a phone conversation with one of our representatives, or over the internet, you may cancel the contract by giving us written notice within 14 days of signing it.

15. Metering arrangements

15.1 You must take reasonable care to ensure that the meter at your property is not interfered with or damaged. If you do not, we may charge you for the reasonable costs of investigation, of repairing or replacing the meter, and of any necessary legal action. We may also charge you for estimated energy used.

15.2 If your meter is interfered with or damaged, we may require a security deposit to be paid (see clause 8 above for further information) before we install replacement metering equipment.

15.3 For the purposes of this contract, the following are the relevant meter types.

- Credit meter: this is a meter (which may also be a smart meter in credit mode) which measures the energy supplied to your property and allows you to receive the supply while paying for it in arrears.
- Prepayment meter: this is a meter (which may also be a smart meter in prepayment mode) which measures the energy supplied to your property but must be topped up with money in advance to enable the supply to be provided.
- Smart meter: this is an electronic meter that measures energy supplied to your property and that we can read from time to time without visiting the property.

15.4 If you have a smart meter installed in your property, you agree that:

- we may remotely repair and update the meter (including changing it from credit mode to prepayment mode or disconnecting the supply);
- we may use information from the meter to work out your bill;
- we may use information from the meter to offer you appropriate tariffs and other products, and to monitor your energy usage (but you may withdraw this permission at any time by writing to us at E, T3, Trinity Park, Bickenhill Lane, Birmingham B37 7ES);
- the meter and any other equipment provided with or for it (such as an in-home display unit) should not be removed from your property without our consent;
- you will not interfere with communications to and from the smart meter and associated equipment.

16. Complaints handling

16.1 A copy of our Complaints Handling Procedure can be accessed at www.e.org/support.

16.2 As part of our Complaints Handling Procedure, we strive to respond to your complaint within 5 working days, and we will aim to resolve the complaint within 10 working days of receiving it. The Citizens Advice consumer service can be consulted at any stage in this process at www.citizensadvice.org.uk/energy or on phone number 03454 040 506.

16.3 If you are not satisfied with the way your complaint has been handled, the case will be escalated to our Complaints Manager, who will issue a response within a further 10 working days.

16.4 If at that point you are still not satisfied then you have the right to refer your complaint to the Energy Ombudsman. This is a free and independent service that investigates complaints about energy suppliers that remain unresolved after 8 weeks.

The service can be contacted on phone 03304 401 624 or by email at osenquiries@os-energy.org. The Ombudsman's decision is binding on the energy supplier.

17. Energy safety and emergencies

- 17.1 If you become aware of any escape or suspected escape of gas or any other gas emergency, you must immediately call the Gas Emergency Number free of charge on 0800 111 999.
- 17.2 You agree that you will not use the gas supply in any way that interferes or could interfere with the efficient supply of gas to other customers.
- 17.3 In the event of an emergency, or a safety issue, or as a result of a legal or regulatory requirement, we may discontinue or restrict the supply of gas to your property, and you must stop using or restrict the use of gas upon our instruction or an instruction from your energy network operator (for gas).
- 17.4 If you are concerned about anything relating to the supply or distribution of electricity to your property which you think may cause danger or affect the security, or availability, or quality of service of the system through which you receive the supply, then please contact your energy network operator (for electricity) on phone number 105.
- 17.5 We have a Priority Service Register to help us to respond to special customer needs. If you have any special needs in relation to how you use a utility service, you should let us know.

18. Disclosure and use of information

- 18.1 You agree that we may disclose information about you or your energy supply to others for any reasonable or necessary purpose, including:
- to identify you when you call us;
 - to help to administer accounts, services, and products; and
 - to offer you other products and services.
- 18.2 By entering into this contract you are permitting us, our partner companies, companies both within and outside our group, and associates to contact you in writing or by phone with information on other products and services. You may withdraw this permission at any time by writing to us at E, T3, Trinity Park, Bickenhill Lane, Birmingham, B37 7ES.
- 18.3 Information can be shared between us and third parties to fulfil our obligations under this contract or the general law, and for debt recovery and fraud prevention purposes.
- 18.4 We may monitor and/or record phone calls in order to administer your account, or to help to improve our customer service experience, or for energy security and debt recovery purposes.
- 18.5 If you have smart meters we will collect daily and within day data relating to your pattern of consumption and other technical data from the meters to enable us to optimise our purchasing of that utility and to provide you with information to help your management of the utility. If you wish to opt out of this data being stored and used, you should tell us that this is the case.

19. National Terms of Connection (for electricity only)

- 19.1 When we enter into this contract with you, we are also acting on behalf of your energy network operator to make an agreement with you. The agreement is that you and your energy network operator will both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract, and it affects your legal rights.
- 19.2 The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your energy network operator delivers electricity to, or accepts electricity from, your property.
- 19.3 If you want to receive 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 see their website at www.connectionterms.co.uk.

20. Definitions for this contract

- 20.1 Some words or phrases used in this contract are defined below:
- domestic customer means a customer who is supplied with energy at domestic premises as defined in our energy supply licence.
 - energy means, as applicable, either or both of gas (as supplied to premises under the Gas Act 1986) and electricity (as supplied to premises under the Electricity Act 1989), and energy supply and supply of energy should be read accordingly.
 - energy network operator means, as applicable, either the person who owns and/or operates the pipeline system through which gas is delivered to your property, or the person who owns and/or operates the distribution network through which electricity is delivered to it.
 - energy supplier means a person who holds a licence to supply energy and supplies your property under that licence.
 - meter means, as applicable, either or both of a gas meter and an electricity meter (and in either or both cases may be a smart meter).
 - working day means any day except a Saturday, a Sunday, or a public bank holiday.

21. General and legal

- 21.1 If you require anything from us in addition to the supply of gas and/or electricity, including requests for meter tests, we will be entitled to charge a further reasonable amount for any work carried out or for any materials, including administration charges.
- 21.2 You agree to allow us to use any information that your previous energy supplier may have about the meter (or meters) at your property.
- 21.3 If you have given us an email address, all notices required under this contract will be sent by email to that address. If we have no email address, our notices to you will be sent to the postal address where we send your bills. Your notices must be sent to E, T3, Trinity Park, Bickenhill Lane, Birmingham, B37 7ES. You must include your gas and/or electricity supply number.
- 21.4 This contract is governed by and is to be read in accordance with the provisions of English law.