



Spark Loyalty Tariff Terms & Conditions

Domestic Customers – Last updated July 2019

bringing energy to life



Last updated 17 July 2019.

These terms and conditions are between you and us and are supplemental to the Spark supply terms and conditions (a copy of which should have been provided to you and are also available from www.sparkenergy.co.uk/legalstuff or by calling us on **0345034 7474**).

Terms defined in the Spark supply terms and conditions will have the same meaning in these additional terms. If there is any conflict between these terms and the Spark supply terms and conditions, these terms will prevail.

1. Meanings of words & phrases

"Eligible Customers" means a customer that meets (and continues to meet) the eligibility criteria listed in section 2 of these terms.

"Smart Discount" means a discount per fuel that we supply to you, applied in accordance with section 6 of these terms.

"Spark Loyalty Tariff Period" means the period described in section 3.1 of these terms;

"Spark Loyalty Tariff" means the Spark tariff offered to Eligible Customers and that provides a price fix until 31st August 2020. Standing charge and unit rate charges will apply based on prices for your area and as agreed with you at sign up.

"We", "Us", "Our" in each case refers to OVO Electricity Limited (when we are selling you electricity under the Spark brand) or OVO Gas Limited (when we are selling you gas under the Spark brand). Our address is 1 Rivergate, Temple Quay, Bristol BS1 6ED.

"you", "your" refers to the person or persons named on the Application and accepted by us.

2. Eligibility

2.1 You will be eligible for the Spark Loyalty Tariff if:

- (a) you are a domestic pay monthly customer;
- (b) you take supply through a credit meter;
- (c) you are a gas only, electric only or dual fuel customer;
- (d) you provide your email address and inform us if it changes;
- (e) you notify us immediately of changes to any of your details;
- (f) you are an existing Spark customer on an existing Spark tariff and have chosen to transfer to (and we have agreed to supply you on) the Spark Loyalty Tariff;
- (g) you pay your energy bills by monthly direct debit on time and at least the recommended amount (or more) each month; and
- (h) you comply with these terms and conditions and the Spark supply terms and conditions.

Any other customers are not eligible, including those who:

- (a) pay via a prepayment meter; or
- (b) pay via any other means such as cash or cheque.

If at any time you do not meet any of these eligibility criteria, we may end your Contract with us and transfer you to a new agreement on standard variable prices applicable to you.

If your Contract with us for the Spark Loyalty Tariff ends, this may increase the charges you pay to us and we will give you notice of any such change. You may not be able to switch back to the Spark Loyalty Tariff at any point in the future.

3. Spark Loyalty Tariff Period

3.1 These terms apply:

- (a) from your Contract Start Date for your Spark Loyalty Tariff;
- (b) until (and including) 31 August 2020 or any earlier date on which you change your tariff, change your supplier or you cease to be an Eligible Customer.

3.2 If at the end of the Spark Loyalty Tariff Period you continue to take supply from us, we will place you on the relevant tariff required or permitted by law, which may be more expensive than the Spark Loyalty Tariff.

4. Switching away from Spark

If before 13 July 2020 you change your supplier or tariff for electricity or gas, or both, we may apply a termination fee of £30 in respect of each fuel ("Early Exit Fee"). You agree to pay this Early Exit Fee and you agree that we may take this fee by direct debit. We will not apply an Early Exit Fee in relation to the Spark Loyalty Tariff if you change your supplier or tariff on or after 14 July 2020.

5. Moving out of your property

If you want to move out of your property, you may be able to transfer the Spark Loyalty Tariff to your new home if:

- (a) you let us know that you would like to transfer your Spark Loyalty Tariff to your new home; and
- (b) we reach a mutual agreement to continue with the Spark Loyalty Tariff at your new home; and
- (c) you continue to be an Eligible Customer.

If we agree a transfer with you, the prices you will pay for the rest of the Spark Loyalty Tariff Period will be the prices applicable to your new home. Those prices may be different from the prices in your present home, including due to regional variations in our prices.

If you don't transfer the Spark Loyalty Tariff to your new home, this Contract will end and you may incur an Early Exit Fee in accordance with section 4.

6. Smart Discount

6.1 During your Spark Loyalty Tariff Period, and subject to section 7, you may be eligible for a Smart Discount in accordance with this section 6. You are eligible for the Smart Discount if:

- (a) immediately prior to your Contract Start Date for the Spark Loyalty Tariff you take supply from us through a traditional 'dumb' meter; and
- (b) You agree we may contact you at any time to offer you a smart meter.

6.2 You are still eligible for the Spark Loyalty Tariff if immediately prior to your Contract Start Date for the Spark Loyalty Tariff you already have a smart meter installed at your property, but you will not be eligible for the Smart Discount.

6.3 If you are eligible for the Smart Discount, we will apply the Smart Discount as follows:

- (a) £9.37 per fuel will be applied automatically to your account within 20 days after your Contract Start Date;

(b) provided that you have met the smart install conditions described in section 7, and you continue to comply with these terms and the Spark supply terms and conditions:

(i) £9.37 per fuel will be applied within 20 days after the six month anniversary of your Contract Start Date;

(ii) subsequent payments of £9.37 per fuel will be applied after the end of every subsequent 3 month period thereafter, up to the end of your Spark Loyalty Tariff Period.

6.4 The Smart Discount will be visible as a credit line on your monthly statement.

6.5 If your Contract ends for any reason during a quarter, then you will not be eligible to receive the next Smart Discount.

7. Smart Meter Conditions

7.1 Unless we agree otherwise, in order to be eligible for the Smart Discount you must book a smart meter installation and have a gas and electricity smart meter fitted by us within 6 months of the Contract Start Date for your Spark Loyalty Tariff.

7.2 Installation of a smart meter is subject to eligibility criteria including whether or not we are currently installing smart meters in your area and whether or not your property is suitable (for example, blocked access). If we are not able to install a smart meter for your gas and/or electricity supply at your property within the first 6 months of your Contract Start Date, we may remove the Smart Discount for the remainder of the Spark Loyalty Tariff Period.

7.3 If you are ineligible for a smart meter for gas and/or electricity you can remain on this tariff for the Spark Loyalty Tariff Period while you are ineligible, but will not be eligible for the Smart Discount.

8. Direct Debit

8.1 In order to take up and remain on the Spark Loyalty Tariff, you must pay your bills by monthly direct debit, on time and at least the recommended amount (or more) each month;

8.2 Your monthly direct debit amount will be based on the amount of energy we think you'll use during each year of your Contract divided by 12 if it's your first year with us, and we will increase the direct debit to cover additional energy use in the winter months.

8.3 We aim to review your direct debit to make sure you are paying enough to cover the energy you use, or offer to reduce your standard direct debit if we think you are paying too much. If your direct debit amount needs to change, we give you at least 10 working days' notice.

8.4 Where you fail to pay our charges by the date they are due to be paid or you have failed to pay by direct debit in accordance with the Contract, a late payment fee of £35 will be added to your unpaid balances after 45 days and a further £35 if unpaid after 60 days. This is without prejudice to our rights and remedies pursuant to section 14 of the Spark supply terms and conditions.

9. Changes to these terms and conditions

9.1 Subject to sections 9.2, 9.3 and 9.4, we may change these terms and conditions at any time. We'll update them on our website if we do.

9.2 If we make changes to these terms and conditions that are disadvantageous to you, we'll let you know about the changes 30 days beforehand.

9.3 We may:

(a) terminate this contract or withdraw the Smart Discount (or any part of it) by giving you 30 days' prior notice;

(b) terminate our agreement with you with immediate effect if you breach any of your obligations under these terms and conditions or the Spark supply terms and conditions.

9.4 None of the following will constitute a disadvantageous change under section 9.2 above:

(a) moving you automatically onto a variable plan in accordance with this Contract;

(b) changing or withdrawing any benefits in accordance with this contract (for example, the Smart Discount);

(c) increasing the VAT you pay; or

(d) making changes to the contract if we are required to do so by Ofgem's rules.

10. Changing your mind

You can cancel your Contract within 14 days from the date when we tell you that we have agreed to supply you, in accordance with section 5 of the Spark supply terms and conditions.

