



## Terms and Conditions for Domestic Energy Supply

- Go Effortless Energy is the trading name of Effortless Energy Ltd.
  - Terms and Conditions for domestic energy supply (including Deemed Terms and Conditions) Certain words in these terms and conditions have initial capitals. This is because we have given these words specific meanings. A list of these words and their meanings can be found at the end.
1. Do these terms and conditions apply to you?
    - I. These terms and conditions apply to you if you're a Domestic Customer.
    - II. If you stop being a Domestic Customer and start using the Supply for completely or mainly business purposes you agree to let us know within seven days of the change taking place.
  2. Deemed Contracts
    - I. Where a Deemed Contract exists these terms and conditions together with our Deemed Charges and Change of Tenancy letter form the entire agreement between us.
    - II. Clauses 3, 4, 6, and 10 of these terms and conditions don't apply to Deemed Contracts.
    - III. A Deemed Contract exists from the date you become responsible for Premises that we Supply or where Ofgem has appointed us as your supplier.
    - IV. You're responsible for the Premises:
      - a. as a tenant or occupier – from the earliest of either the start date on your tenancy agreement or the date you occupied the Premises
      - b. as a Landlord – from the date the tenant or occupier moved out
      - c. from the date you agreed to take responsibility for the Premises; or
      - d. from the date when, for any other reason, you become responsible for the Premises.
    - V. We may calculate your Charges based on our Deemed Charges, the detail of which can be obtained by emailing us at [contact@goeffortless.co.uk](mailto:contact@goeffortless.co.uk). We may change our Deemed Charges from time to time. When we do so we'll notify you of those changes if you're on a Deemed Contract.
    - VI. The terms and conditions of this Deemed Contract shall continue to apply until:
      - a. you enter into a Contract (see clause 3.i below)
      - b. you switch to an alternative supplier
      - c. a new landlord, tenant or occupier becomes responsible for the Premises
      - d. your supply is Disconnected/De-energised at your request and cost.
  3. The Contract
    - I. These terms and conditions together with any documents referred to, including the Welcome Pack, create a legally binding contract (the 'Contract') between you (our Customer) and us, (Effortless Energy Ltd).
    - II. This Contract will start from the earliest of the following dates (the 'Contract Date'), on the date:
      - a. we process your telephone application;
      - b. we receive and process your signed application form;

- c. we process your online application made on our website [www.goeffortless.co.uk](http://www.goeffortless.co.uk); or
    - d. we process your application which you made via a broker either online or by telephone.
  - III. We will endeavour to process your application within 5 working days of receipt.
  - IV. We will send you your Welcome Pack the same day that we process your application to switch your Supply to us.
  - V. By entering into this Contract you confirm that:
    - a. you're the owner or occupier of, or for any other reason have responsibility for, the Premises (or will be on the date you want your Supply to start)
    - b. the Premises is connected to mains electricity and/or gas, or connected through another connection to mains electricity and/or gas
    - c. you're aged 18 or over, or, if the Premises are in Scotland, you're aged 16 or over.
- 4. Changing your mind
  - I. If you change your mind you have 14 days from the day after the Contract Date to tell us you want to cancel this contract. This 14 day period is called the Cooling Off Period. We will tell you when your Cooling Off Period ends in your Welcome Pack.
  - II. It's easy to cancel. Simply contact us during the Cooling Off Period with your account number or your name and address – and tell us you've changed your mind. You can do this by emailing us at [contact@goeffortless.co.uk](mailto:contact@goeffortless.co.uk).
  - III. This clause does not affect your right to terminate the Contract under clause 20.
- 5. If something goes wrong
  - I. We hope you'll never need to, but if you'd like to make a complaint, please contact us at [complaints@goeffortless.co.uk](mailto:complaints@goeffortless.co.uk).
- 6. Supplying you
  - I. Your Supply Start Date will usually be within 17 days of the expiry of the Relevant Date unless you've requested a later Supply Start Date.
  - II. Your Supply Start Date may be delayed if we have difficulties taking over your Supply from your previous supplier. There could be difficulties if:
    - a. your current supplier objects to you switching your Supply because you haven't properly terminated your contract with them under a fixed term agreement
    - b. your current supplier objects to you switching your Supply because they consider you owe them money
    - c. we haven't received or don't have all of the information required to take over the Supply, despite taking reasonable steps to obtain it
    - d. you're connected to a private gas or electricity network and:
      - a physical connection needs to be made to the Distribution Network for the electricity and/or gas and that connection has not yet been made
      - your old supplier has told you about the way your metering needs to be arranged to allow another supplier to start supplying you and your meter has not yet been changed to allow this
    - e. you do something that prevents us from taking over your Supply
    - f. Ofgem prevents us taking over your Supply
    - g. there are any other circumstances beyond our control.
- 7. Your electricity supply (National Terms of Connection)

- I. When we supply you with electricity under this Contract or Deemed Contract you're also entering into the National Terms of Connection ("NTC") with your local electricity Network Operator.
  - II. By this Contract you and your Network Operator accept the NTC and agree to keep these conditions. The NTC is a legal agreement. It sets out rights and duties in relation to how your Network Operator delivers electricity to, or accepts electricity from the Premises. 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, phone 0207 706 5137 or visit [www.connectionterms.co.uk](http://www.connectionterms.co.uk)
  - III. The electricity supplied may be subject to the variations permitted by the Electricity Supply Regulations 1998, which means that a consistent supply of electricity cannot be guaranteed.
8. Your gas supply
- I. The gas supplied to you under this Contract shall be at the pressure laid down in the Network Operator's code.
  - II. Your gas supply may be interrupted or be of lower quality due to circumstances outside of our control or the control of the Network Operator.
  - III. In an emergency, or if we're required by law, we or the Network Operator may need you to stop using gas. If notified you must stop using gas immediately and you may only resume doing so once we or your Network Operator have given you the go ahead.
9. Deposit
- I. If you're a returning customer and you previously had debt with us of over £750 at any time we may ask you to pay a Deposit. If we require a Deposit we'll explain the procedure when we contact you.
  - II. If there are Arrears of more than £250 on your account at any time we shall, on each and every occasion, be entitled to deduct an equal sum from the Deposit to discharge the Arrears. You may then be required to top the Deposit up to its agreed original level.
  - III. Subject to clause 10.v below we'll repay your Deposit to you within 10 working days of the date that we stop supplying you or at any time, at our discretion, during the Contract.
  - IV. We don't pay interest on the Deposit.
  - V. When we repay your Deposit we may deduct from it any sums that you owe us.
10. Our prices
- I. Your Supply Prices are set out in the Welcome Pack. You can also find detail of our Prices on your bill.
  - II. We'll charge you for the amount of gas or electricity supplied to you in kilowatt hours.
  - III. The Price and our Charges includes a Standing Charge and a single Unit Charge (per time band). Standing Charges will apply, whether or not you have used the Supply, from the earlier of either:
    - a. the date a Deemed Contract arises
    - b. from the Supply Start Date.
  - VI. Where you receive electricity from us through an Economy Meter, the relevant times for calculating any day/evening/night/weekend Prices will be those prescribed by the Network Operator. If you're not sure what relevant times apply to your meter please contact us by email at [info@goeffortless.co.uk](mailto:info@goeffortless.co.uk). Please note that unless you have an Economy 7 meter we may not be able to offer you variable Unit Charges for your day/evening/night/weekend usage.

11. Changes to our prices or this contract

- I. We may change our Prices or other terms of this Contract. If we make a change that significantly disadvantages you (such as an increase in Prices), we'll tell you about the changes and the effective date(s) at least 30 days before they're due to apply. If you don't agree to the changes you may end this Contract and change supplier.
- II. If you don't accept the changes, and choose to switch away, the changes won't apply as long as:
  - a. within 20 working days of (but not including) the date that the changes are due to come into effect, we receive notice from another supplier that they will begin supplying the Premises within a reasonable time
  - b. if we object to you leaving due to debt but you settle your account within 30 working days of this objection and we've received the required notice as detailed above.
- III. When we change our Prices we'll ask you to give us a meter reading for the day the change is due to apply. If you don't we'll estimate the meter reading for you. We'll apply the new Prices from this meter reading onwards.

12. Changes to this contract by mutual agreement

- I. In exceptional circumstances we may agree to vary this Contract by mutual consent rather than under the procedure in clause 11 above.
- II. Where we require your consent under this clause 12, we'll write to you setting out the proposed change, together with an explanation of what this will mean for you, and ask you to contact us.
- III. Once we've received confirmation of your agreement to the change(s), we'll confirm the agreed changes in writing within five working days.

13. Your bill

- I. We aim to send you your bills at least quarterly. If you have a Pre-Payment Meter you may receive your bill less frequently.
- II. We may base your bills on our reasonable estimate of your usage relying on the information we have about the Premises, the Estimated Annual Consumption and your historical usage. If you believe an estimate is incorrect please contact us with your own meter reading. You can do this by emailing us at [contact@goeffortless.co.uk](mailto:contact@goeffortless.co.uk) or visiting us online at [www.goeffortless.co.uk/submit-your-meter-readings](http://www.goeffortless.co.uk/submit-your-meter-readings). We'll revise your bill to your meter reading provided that your meter reading is in line with previous accurate readings.
- III. If you don't give us a meter reading on your Supply Start Date or, in the case of a Deemed Contract, on the date you become responsible for the Premises, your account may be opened on an estimated meter reading.
- IV. Meter readings carried out will be evidence of your consumption for the purposes of us calculating your bills, unless the meter is found to be recording inaccurately or you're able to provide evidence that the meter has been read incorrectly.
- V. Back Billing
  - a. If we have made an error in with your bills and you have not been accurately charged, then we will not ask you to pay for unbilled energy used more than 12 months prior to the error being detected and a corrected bill being issued.
  - b. This clause may not apply if you have behaved obstructively or unreasonably which prevents us from accurately billing you. For example, by physically blocking more than one reasonable attempt to take a meter reading at your property or if you have stolen gas or electricity.

#### 14. Payment terms

- I. You agree to pay us for the Charges billed by us in respect of the Supply.
- II. You agree to pay all bills by monthly Direct Debit, unless we agree otherwise.
- III. Any person named on the Supply account is responsible for paying our bills and we may claim any money owed to us under this Contract for one or all of the people named.
- IV. If you pay your bills by fixed Direct Debit we may adjust the final amount that we debit from your bank account to include any sums owing to us at the end of the Contract.
- V. We may use any sums that you pay us to offset other sums you may owe us such as:
  - a. we may allocate your payment against the oldest sum due even if you tell us that the payment related to another amount you owe us
  - b. if you're in credit in relation to a particular Supply or Premises we may allocate this credit against a debit balance on another part of your account, or against other Premises, e.g. if your gas account is in credit we can use this credit to pay off a debit on your electricity account
  - c. if we receive a payment intended to pay for more than one Supply or Premises we may allocate this payment to different accounts against the oldest sums you're due to pay us.
- VI. If you don't pay your bill we may also recover from you any costs incurred recovering the sums due including:
  - a. the cost of visiting your home
  - b. administration costs incurred by us or our agents when trying to contact you
  - c. the cost of applying for a warrant of entry and carrying it out
  - d. the cost of tracing you if you move home and don't provide a forwarding address
  - e. any other costs reasonably incurred to recover the debt.
- VII. If you don't pay your bills on time we may require you to pay any sums outstanding by another payment method, such as an Instalment Plan (see clause 15 below) or a Pre-Payment Meter (see clause 16 below).

#### 15. Instalment plans

- I. If you're finding it difficult to pay your bills we'll try and help you. We may allow you to spread the money you owe us over a period of time and at a rate agreed by us ('Instalment Plan'). To discuss payment options with us, including any Instalment Plans, please email us on [contact@goeffortless.co.uk](mailto:contact@goeffortless.co.uk).
- II. Any Instalment Plan will be conditional on you making the agreed scheduled payments and continuing to pay for the on-going Supply. You'll be able to pay the outstanding balance on the Instalment Plan at any time before it ends.
- III. We'll object to you switching the Supply to another supplier during any Instalment Plan unless you pay any sums outstanding in full.
- IV. If you fail to comply with any Instalment Plan we may terminate it. In these circumstances we may install a Pre-Payment Meter (clause 16) or Disconnect the Supply (clause 17).

#### 16. Pre-Payment meters

- I. If you're finding it difficult to pay your bills we may offer to install a Pre-Payment Meter for you. Different Charges may on occasion be applied to a Pre-Payment Meter. To discuss the installation of a Pre-Payment Meter please email us at [contact@goeffortless.co.uk](mailto:contact@goeffortless.co.uk).
- II. If you don't speak to us, or if you've failed to comply with any Instalment Plan, we may apply to Court for a warrant to install a Pre-Payment Meter at the Premises

without your permission, particularly if it means we can avoid Disconnection (clause 17).

- III. We'll send you a key or card in order that you may apply credit to your Pre-Payment Meter. You must keep this safe. If you lose it we may require you to pay our reasonable costs, or those of the Network Operator, associated with a replacement.
- IV. We may set the Pre-Payment Meter to collect any outstanding sum due to us. We'll tell you if we do so and at what rate the outstanding sum will be collected.
- V. You'll need to buy enough credit to cover both any sum we've set the Pre-Payment Meter to collect and your on-going usage. If you don't buy enough credit your Supply may stop and you risk being Disconnected (clause 17).
- VI. If we change our Prices there may be a short delay before they're applied to your Pre-Payment Meter. The Prices will update when you next top-up using a key or card.
- VII. We may recover from you our reasonable costs of:
  - a. visits to your Premises if you contact us or the Network Operator to tell us you've run out of credit due to a fault with the Pre-Payment Meter (or the key or card) and we can't find a fault
  - b. changing a Pre-Payment Meter to a credit meter.
- VIII. If we've installed a Pre-Payment Meter to help you manage your bills we may ask you to pay a Deposit (clause 9) before we change your Pre-Payment Meter to a credit meter.

#### 17. Cutting off the supply (disconnection)

- I. We have the right to Disconnect the Premises in the following circumstances:
  - a. in an emergency or if we're required to do so by law
  - b. where we or the Network Operator need you to stop using your gas supply as your home, or the public, may be in danger. You agree to take all reasonable steps to avoid its use immediately;
  - c. where you've failed to pay your bills in accordance with this Contract and:
    - you've refused our offer of an Instalment Plan or you've failed to comply with an agreed Instalment Plan (clause 15)
    - you've refused our offer of a Pre-Payment Meter (clause 16) or you've refused to allow us access to the premises to install a Pre-Payment Meter
    - it's otherwise not reasonably possible for us to install a Pre-Payment Meter
  - d. it isn't reasonable, in all circumstances, for us to supply you and we give you 7 days notice that we're ending the Contract and cutting the Supply.
- II. If you're a Dual Fuel Customer we'll treat each Supply as if it's dealt with under a separate contract. We won't Disconnect both your gas and electricity unless one of the reasons in 17.i above applies to both.
- III. You must pay our reasonable costs if we have to Disconnect or reconnect your Supply if we've disconnected for the reasons set out at 17.i (c) or 17.i (d).

#### 18. Meters and access to your home

- I. When we ask you to, you'll allow safe access to the metering equipment on the Premises to the following:
  - a. us
  - b. our agents
  - c. meter operators
  - d. the Network Operators
  - e. Relevant Industry Bodies
  - f. any other person nominated by us.
- II. You must allow the parties in clause 18.i access to the Premises:

- a. to install, repair, replace or remove a meter
  - b. to read, test or inspect a meter
  - c. to disconnect, reconnect, de-energise, isolate or re-energise a Supply
  - d. at any time in the case of an emergency
  - e. for any other reason permitted under our Supply Licences.
- III. You must not damage or tamper with your meter. If you do we'll charge you for the reasonable costs of repairing or replacing the meter.
- IV. If your meter is, or appears to be, running backwards, or is in any way failing to record your usage accurately due to a micro-generation system installed at the Premises, you agree to notify us immediately and we may charge you for the reasonable costs of repairing or replacing the meter.
- V. If the meter at the Premises fails or fails accurately to register usage or consumption of Supply for whatever reason (including a defective meter or where you've had a micro-generation system installed at the Premises) you agree to pay for the amount we reasonably estimate has been used during the period in question.
- VI. Either of us can ask for the meter to be tested to make sure that it's recording your usage accurately:
- a. if you request the test and the meter is found to be recording accurately (within permitted tolerances) you will bear the costs of the accuracy test
  - b. but if, regardless of who requests the test, the meter is found to be recording inaccurately (outside the permitted tolerances) we'll bear the cost of the accuracy test and will arrange for the meter to be replaced.
- VII. You're responsible for and will maintain all pipes, wires, cables, equipment and fittings on the Premises from the point the Supply leaves your meter and the meter has recorded it.
- VIII. We may also recover from you any costs that we incur:
- a. if you ask us to move or exchange the meter unless you're of state pension age, disabled or chronically ill and currently unable to use the meter
  - b. if your meter is, or appears to be, running backwards, or is in any way failing to record your usage accurately, due to a micro-generation system installed at the Premises
  - c. if you ask us to arrange an appointment for the meter to be repaired, exchanged or inspected and you fail to attend or allow us access to the Premises.

#### 19. Smart meters

- I. If you have a Smart Meter installed at the Premises by a previous supplier, we'll endeavour to use it as such but we may have to treat it as a traditional meter until such time as we notify otherwise.
- II. If you've agreed to have a Smart Meter installed we'll contact you to arrange a convenient time for installation. You may change this appointment with more than 48 hours notice without charge. If for any reason we're unable to gain access to the Premises, or you've not contacted us to change the appointment more than 48 hours before, we may recover from you our reasonable costs for the failed visit.
- III. Once we've notified you that we're able to use the Smart Meter functions you agree that we may use it to manage your account to:
  - a. take meter readings which we may use to calculate your bill
  - b. monitor your usage
  - c. repair and update the Smart Meter
  - d. on written notification, change your Smart Meter to a Smart Pre-Payment Meter or change your Smart Pre-Payment Meter to a Smart Meter
  - e. Disconnect your Supply provided the circumstances in clause 17 apply
  - f. identify any faults or interference with the Smart Meter.

- IV. If for any reason your Smart Meter fails to record your usage or fails to record it accurately, or we're unable to obtain a meter reading from the Smart Meter for any reason beyond our control, then we may estimate your usage in accordance with clause 13.ii above.
- V. The Smart Meter display may show the cost of your usage but won't show the total Charges due under this Contract.
- VI. This clause 19 is in addition to your obligations in respect of meters generally under clause 18 above.

## 20. Ending the contract

- I. You may terminate this Contract at any time by giving us 28 days written notice provided that:
  - a. you've paid us all sums you owe to us
  - b. on the final day of the notice period your Supply is switched to an alternative supplier or is Disconnected/De-energised.If your Supply has not been switched to another supplier and the meter is still connected/energised you'll be moved to a Deemed Contract (clause 2).
- II. We may object to you transferring to another supplier where:
  - a. you have any sums outstanding to us
  - b. your new supplier has contacted us and it's agreed the application was made by mistake or without your proper consent c) the new supplier's application relates to a metering point that is a Related Meter and the new supplier has not applied to register all of the Related Meters on the same working day for the same start date
  - c. you've asked us to.
- III. If you're moving, or for any other reason will no longer be responsible for the Premises, you must:
  - a. notify us at least two days beforehand in writing by email to [moving@goeffortless.co.uk](mailto:moving@goeffortless.co.uk).
  - b. provide us with your new address (if applicable)
  - c. provide a final meter reading so we can accurately produce your final bill.Provided that you've complied with this clause this Contract will end on the date that you move out of the property.
- IV. If you fail to give us the correct notice and information under clause 20.iii above, this Contract will continue and you'll remain responsible under it until the earlier of either:
  - a. two days after you tell us that you've moved
  - b. when we're contacted by the person now responsible for the Premises (clause 2.iii)
- V. We can end this contract in any circumstances by giving you 30 days notice. If during this period you haven't switched to an alternative supplier and your meter remains connected/energised you'll be moved to a Deemed Contract (clause 2) in which case we'll notify you in accordance with clause 11 (Changes to our Prices or this Contract).
- VI. This contract may be terminated immediately in the following circumstances:
  - a. you commit a serious breach of this Contract (e.g. meter tampering)
  - b. we no longer hold the relevant Supply Licences
  - c. Ofgem has told another supplier to Supply you.

## 21. Data protection

- I. This section explains how we may use your personal information, including any Sensitive Personal Information.
- II. We, our Group Companies, our agents and Relevant Industry Bodies may use and share your personal information to do the following:

- a. obtain your Supply details or other relevant information from other suppliers, Relevant Industry Bodies or other industry standard companies
  - b. verify your identity when you make enquiries by phone, email or letter. Calls may be monitored to make sure we're meeting our legal and regulatory requirements and for staff training
  - c. help us set up and otherwise administer your accounts for services and products that we, or our Group Companies, provide you now or in the future, including improving our service to you and collecting debts
  - d. to contact you in any way (including by e-mail, phone, SMS or other forms of electronic communication) with up-to-date information on products and special offers from us, Group Companies and affiliates with whom we have a partnership
  - e. for market and statistical analysis
  - f. for demonstrating and testing computer systems
  - g. help detect debt, fraud and loss
    - We will share your Personal Data with other agencies for the purposes of the Theft Risk Assessment Service Arrangements
  - h. enable us to protect your health and safety, or the health and safety of anybody who occupies the Premises
    - contact you in any way (including through your Smart Meter, using electronic communication, SMS or telephone) unless you have specifically asked us not to.
- III. If we're contacting you with details of products and/or special offers (clause 21.ii (d)) we will, as far as possible, do so in line with any marketing preferences that you've provided to us. You can ask us not to send further details of products and/or special offers at any time by contacting us and giving us your account details. Please contact us by emailing [contact@goeffortless.co.uk](mailto:contact@goeffortless.co.uk).
- IV. Where you wish to transfer the Supply to/from us, we'll share your information with the other supplier and any Relevant Industry Bodies.
- V. Where you've given us your prior consent in each case, we may share your information with third parties including:
- a. your landlord or letting agent
  - b. joint account holders
  - c. a joint bank account holder named on a Direct Debit instruction
  - d. any other third party you've authorised us to speak to
  - e. credit reference agencies to prevent and detect fraud or loss as set out in clause 21.vi below.
- VI. If we believe that you, or someone who occupies the Premises, is in need of extra care (maybe because of age, health or a disability) we may record this Sensitive Personal Information about you. This Sensitive Personal Information will be held by us to ensure we don't stop your Supply or ensure that in the event that your Supply is interrupted your Network Operator prioritises you and makes sure your Supply is restored at the earliest opportunity. In order to be able to do this we'll need to share this Sensitive Information with your Network Operator.
- VII. If your account falls into arrears and you don't contact us to discuss this we may check your details with one or more credit reference agency or fraud protection agency.
- VIII. If you'd like to see a copy of the information we hold about you please email us at [contact@goeffortless.co.uk](mailto:contact@goeffortless.co.uk). An administrative charge of £10 may be payable.
- IX. For the purposes of administering your account we may send information to companies based outside of the European Economic Area (EEA). If we do we'll ensure that adequate protection is in place to ensure your information is processed in accordance with this clause 21.

22. Our liability to you

- I. We cannot guarantee an uninterrupted Supply. If we cannot Supply you for some reason beyond our reasonable control you won't be able to claim that we're in breach of this Contract or a Deemed Contract.
- II. Whether by reason of any negligence or the negligence of any of our or the Network Operator's employees or agents, any non-fraudulent misrepresentation, any breach of the Contract or any express or implied warranty, condition or other term or breach of statutory duty or otherwise, neither we nor the Network Operator will be liable to you for:
  - a. any indirect or consequential loss, damage, cost, expense or claim including loss of profit, revenue or use, damage to reputation, loss of business opportunities or anticipated revenues
  - b. damage that is beyond our reasonable control.
- III. Our and the Network Operator's total liability (including interest and legal and other costs) to you relating to all claims arising under or in connection with the Supply or the Contractor Deemed Contract (whether by reason of any negligence by us or the Network Operator or any of our or the Network Operator's employees or agents, any non-fraudulent misrepresentation, any breach of contract or an express or implied warranty, condition or other term, breach of statutory duty or otherwise) won't in any event exceed £25,000 (twenty five thousand pounds).
- IV. Nothing in this Contract or Deemed Contract limits or excludes our liability for death or personal injury caused by our negligence.

23. Other terms

- I. If a court finds that part of this Contract or Deemed Contract is not valid, the rest of the Contract or Deemed Contract won't be affected.
- II. If, at any time, we don't enforce any part of this Contract or Deemed Contract it won't stop us from doing so in the future.
- III. We may assign, sub-contract or transfer all or any part of this Contract or Deemed Contract to another supplier without notice to you.
- IV. You and we don't intend that any part of this Contract or Deemed Contract should be enforceable by any person who's not a party to it and agree to exclude the provisions of the Contract (Rights of Third Parties) Act 1999.
- V. Your statutory rights under the law are not affected by this Contract.
- VI. This Contract is made under the laws of England and Wales for supply in England and Wales, and by the laws of Scotland for supply in Scotland.

## Glossary

- Arrears – any sums not paid by you to us by the Due Date.
- Charges – all charges, including the Prices and third party charges, such as meter operator charges, any Deemed Charges and any applicable taxes and levies reasonably attributable to you.
- Change of Tenancy Letter – the letter we send to customers who move into Premises we Supply.
- Welcome Pack – the letter we send to you at the start of your Contract setting out the principal terms of your Supply e.g. the Unit Charges and Standing Charges for your Supply and explaining your right to cancel this contract in the Cooling Off Period.
- Cooling Off Period – the period during which you may cancel the Contract i.e 14 days from the Contract Date (as defined in clause 3(ii) above).
- Deemed Charges – the Unit Price and Standing Charge we'll charge you if you're on a Deemed Contract or if you have terminated your Contract with us.
- Domestic Customer – a Customer who we Supply at Premises where the Supply is used for completely or mainly domestic purposes.
- Domestic Supply Terms – means the terms and conditions which apply to all of your Domestic Customer contracts (clauses 1 to 23 above).
- Deemed Contract – where we Supply energy to a Premises, without there being an agreed contract between us, we'll supply you under a Deemed Contract as described in paragraph 8 of Schedule 2B of the Gas Act 1986 or paragraph 3 of Schedule 6 of the Electricity Act 1989.
- Deposit – the sum of money we may ask you to pay to us under clause 9.
- De-energise/Isolate – physically terminating the Supply, for example by removing the fuse and the Meter or capping the supply.
- Disconnect – physically terminating the Supply by severing the connection to your Premises on the Distribution Network.
- Distribution Network – the system of distribution of electricity or gas to your Premises.
- Dual Fuel Customer – we supply you with both electricity and gas.
- Eligible Customer – a customer who meets the criteria set out in clause 26.1.
- Economy Meter – including Economy 7, Economy 10, Economy 11 and Economy 15 meters that provide separate readings for day and night usage.
- Estimated Annual Consumption – the estimated consumption of electricity and/or gas in a year.
- Network Operators – the local electricity distributors and gas transporters that manage the Distribution Networks.
- Ofgem – the Office of Gas and Electricity Markets who regulate the gas and electricity markets in Great Britain or any regulatory organisation that replaces it.
- Premises – each domestic property that you'd like us to provide a Supply to or which we already supply under a Deemed Contract.
- Pre-Payment Meter – a meter that enables you to pay-as-you-go for your Supply. Credit is applied using a key, token or card.
- Prices – the prices specified by us and agreed by you, or deemed as being due from you, in respect of the Supply including Unit Charges and Standing Charges.
- Related Meters – two or more meters that supply the same customer and are located at the same Premises.
- Relevant Date – the earlier of the last day of the Cooling Off Period or the day that you tell us you want us to proceed with the switch in the Cooling Offer Period.
- Relevant Industry Bodies – including but not limited to Ofgem, Customer Focus, Department of Energy and Climate Change and their agents.

- Sensitive Personal Information – those categories of information as defined by section 2 Data Protection Act 1998 that require extra protection. These include racial or ethnic origin and details of physical or mental health or condition.
- Smart Meter – a meter that records the amount of energy you use and is capable of communicating that usage directly to us.
- Standing Charge – a daily charge to keep a Premises connected, payable whether or not those Premises are occupied and whether or not electricity and/or gas has been consumed at the premises.
- Supply – the physical supply of electricity or gas, or both, under this Contract or a Deemed Contract.
- Supply Licences – a licence to supply electricity; granted under the Electricity Act 1989 and/or a licence to supply gas granted under the Gas Act 1986 (as amended).
- Supply Start Date – the first day on which you start to receive your Supply.
- Unit Charges – the price we charge you in pence per kWh