

Terms and Conditions

We're sorry, the lawyers were let loose. If anything doesn't make sense, just get in touch on totoenergy.com/myaccount

1. Our contract

- 1.1 This contract is between you and us.
- 1.2 We are TOTO Energy Limited a company incorporated in England and Wales with company number 09256482, C/O Hentons, 118 North Street, Leeds, Yorkshire, LS2 7PN.
- 1.3 You are the person who either signed up to purchase Services from us, is receiving Services from us, is the owner/occupier of property at which Services are being provided to from us, or is the secondary account holder who has consented to being added to the primary customer's account.
- 1.4 Your contract starts from the date we agree to take over the provision of the Services, or when you move into a property which we already supply the Services, whichever happens first.

2. Definitions within this agreement:

- 2.1 Phrases and words used within this contract have the following meanings, and all other words and phrases not contained here will appear on the Application, the Confirmation Correspondence or any offer which may be available from time to time:

"My Account Area" means the online account platform where you are able to check information relating to your use of the Services as more particularly set out in clause 14.

"Application" means your application for the supply of the Services.

"Commencement Date" means the date this contract is entered into.

"Confirmation Correspondence" means the letter, email or other form of communication notifying you that the contract for the Services has been entered into between you and us.

"Ofgem" means the Office of Gas and Electricity Markets, an organisation which carries out its activities for the Gas and Electricity Markets Authority having been formed by Parliament to protect the interests of customers receiving Services.

"Services" means the supply of utility services, including gas and electricity, and/or any other associated services in accordance with this contract.

"Smart Metering Equipment" and **"Smart Meter"** means a meter which has functionalities which will allow remote reading of the meter, remote management, assistance and supply of information relating to the Services being supplied to you.

"Price Plan" means the tariff structure to which you will be charged for the Services.

"Property(s)" means the premises to which the Services are being provided.

"Working day" means any day other than a Saturday, a Sunday or a bank holiday in England, Scotland or Wales.

3. Your warranties and obligations

- 3.1 You warrant that:
 - 3.1.1 You either own or occupy the Property and have responsibility for payment of gas and/or electricity accounts for the Property;
 - 3.1.2 You are at 18 years of age or over; and
 - 3.1.3 The Property is connected to mains gas or electricity, or both (as applicable).
- 3.2 You will use the supply for domestic purposes only. If you're not using the supply for domestic purposes only, we may refuse to supply.
- 3.3 You will keep your contact details (including email address and mobile phone number) up to date.

4. Price Plans

- 4.1 Your contract will be for either a fixed plan or a variable price plan.
- 4.2 A fixed price plan is for a fixed term and fixed rate, more particularly:
 - 4.2.1 We will not increase the charges you pay under your contract while you are on a fixed contract unless your contract changes in accordance with this contract and in particular clause 15 of this contract ("Changes to your contract").
 - 4.2.2 You may be liable for a cancellation or termination fee if you terminate or switch suppliers before the fixed period has expired.
- 4.3 A variable contract means one of our variable rate tariffs, more particularly:
We may increase the charges you pay under a variable contract by providing you with 30 days' advance notice. We may outline how charges will increase over the course of a whole year (or smaller period) in advance, thereby providing greater than 30 days notice.
- 4.4 If you are on a fixed contract you can cancel your contract during the first 14 days beginning on the Commencement Date ("cooling off period") without incurring a termination fee (see section 17).
- 4.5 If you are on a variable contract you can cancel at any time without incurring a termination fee (see section 17).
- 4.6 Details of our tariffs can be found here www.totoenergy.com/gas-electricity
- 4.7 If you are on a particular variable contract and we withdraw that particular variable contract from new and renewing customers, we may move you onto the cheapest variable contract that is available at the time by giving no less than 30 days written notice.
- 4.9 You may be on a deemed contract where you have entered into an agreement with us for the supply of Services by virtue of our Services being supplied to you. Should this situation arise, you will be placed on our cheapest available variable contract for the type of meter you have.

5. Switching to TOTO Energy

- 5.1 If you switch your Services to us, you authorise us to contact and terminate any existing agreements with your existing suppliers and authorise us to obtain and share relevant information for the purposes of fulfilling our duties in accordance with this contract.
- 5.2 We aren't responsible for any debt or other outstanding charges you may have to pay your previous supplier, unless otherwise expressly agreed in writing.
- 5.3 We shall use our reasonable endeavours to complete your switch to us within 28 days of being authorised to do the same, although this may be delayed in the event that (non-exhaustive list):
 - 5.3.1 your existing supplier objects to the transfer for reasons including but not limited to; you owe them money, or because your supply agreement with them has neither expired or eligible for termination; or
 - 5.3.2 we do not have sufficient, inaccurate or incomplete information from you; or
 - 5.3.3 you notify us that you have changed your mind during any cooling off period, or if you would like the Services to be provided on a different date;
 - 5.3.4 any other circumstances, events or caused beyond our reasonable control, which shall include but not limited to: fire, hazard, strike, acts of God, flood, drought, earthquake or other natural disaster, law or governmental restrictions, explosions and non-performance by suppliers or sub-contractors.
- 5.3.5 The Confirmation Correspondence shall contain details for the expected date the Services shall be supplied to you.
- 5.4 You agree to submit opening meter readings when we ask you to do so and such submissions must be accurate and carried out with due care.

6. What happens at the end of your fixed contract

- 6.1 We shall contact you (also known as a "Statement of Renewal Terms") between 42 days' (six weeks) and 49 days' (seven weeks) notice before your fixed contract ends to let you know the options that are available.
- 6.2 When your fixed contract ends we will automatically transfer you to the cheapest variable contract available for your meter type and payment method until we are instructed otherwise. We will also advise you of other available TOTO tariffs and you can also change supplier.
- 6.3 If you are transferred to a variable contract your charges may be higher than that of the fixed contract, and these charges are subject to change from time to time.

7. Your Meter and access to your property

- 7.1 You are responsible for ensuring that your metering equipment is not lost, stolen, tampered with or damaged. In this contract metering equipment means the meter itself and all equipment required to operate your credit meter or prepayment meter.
- 7.2 If you discover any damage, fault or other issue with your metering equipment, you must inform us immediately.

- 7.3** If we, the relevant network operator or any other agent appointed by us is required to install, maintain, read, disconnect, repair or replace any metering equipment, you must provide full access to your premises, which shall be a safe environment for the necessary works to be carried out. Any obstructions preventing access to the necessary equipment must be removed by you.
- 7.4** You must, at our discretion, pay our reasonable costs in connection with removing, inspecting, replacing or repairing the metering equipment at your Property (for example, if your payment method is changing – see section 8 below), except if the loss or damage has been caused by something we have done or failed to do.
- 7.5** If you have a smart meter that we can read without coming to your Property, you agree that:
- 7.5.1** We may remotely repair and update it.
- 7.5.2** We may switch it from credit mode to prepayment mode – we will notify you before this happens.
- 7.5.3** We may use information from it to work out your bill and offer you appropriate tariffs and other products (including via any associated in-home display device), and monitor your energy usage.
- 7.5.4** Any equipment provided (such as an in-home display unit) should not be removed from your Property or tampered with without our consent.

8. Payments and charges – general

- 8.1** You are responsible for paying us for the supply until your contract with us ends, and also paying any charges or debts you have accrued which remain outstanding after your contract ends which have not been taken on by your new supplier.
- 8.2** We'll calculate the charges for your supply using:
- 8.2.1** The gas/electricity you've consumed in kilowatt hours (kWh).
- 8.2.2** A standing charge, for each "Meter Point Reference Number" (MPRN) or "Meter Point Administration Number" (MPAN) registered to your Property.
- 8.2.3** If you're on a fixed contract, the charges that applied to your fixed contract on the date you signed up.
- 8.2.4** If you're on a variable contract, the charges that applied to your variable contract for the period in which you consumed the Services.
- 8.2.5** If you have a credit meter, any up-to-date meter readings you've given us or, if you haven't given us an up-to-date meter reading, estimated meter readings (using industry standard methods).
- 8.3** If you have a credit meter, you must pay the amount shown on your bill in accordance with your chosen payment method – see section 9 below.
- 8.4** If you have a prepayment meter, you must top up your meter in advance in order to receive the Services, and we'll deduct charges for the Services from the amount you top up.

- 8.52** We'll add VAT to our charges at the applicable rate (currently 5% for energy usage and some related charges, 20% for any other charges).
- 8.6** We reserve the right to charge reasonable charges for replacement cards and keys to operate prepayment meters. These charges will reflect our costs and administrative costs of £8 per replacement card or meter but such costs may be subject to change from time to time.

9. Payments and charges – your payment method

- 9.1** The payment methods available are as follows:
- 9.1.1** Standard direct debit, which means paying for your supply in advance each month by direct debit, where we set the amount of your direct debit. See sections 9.3 and 9.4 below for details.
- 9.1.2** Flexi-Saver direct debit, which means (subject to our approval) paying for your supply in advance each month by direct debit in accordance with sections 9.5 to 9.8 (inclusive) below.
- 9.1.3** Paying via your prepayment meter – see section 9.9 below for details.
- 9.1.4** Standard credit, which means paying in arrears by cash, cheque or postal order.

When we refer to direct debit in this contract we mean either standard direct debit or Flexi-Saver direct debit.

- 9.2** By signing up to or switching to one of our fixed contracts or variable contracts for credit meters, or being under a deemed contract with a credit meter, you are agreeing by default to pay by standard direct debit unless you choose a different payment method.
- 9.3** Paying by direct debit means:
- 9.3.1** You must keep your account in credit by paying for the supply in advance.
- 9.3.2** If you pay by Flexi-Saver direct debit, your direct debit amount will be available within your My Account Area.
- 9.3.3** You agree to contact us before the direct debit is taken from your bank account if you believe your bill is incorrect.
- 9.3.4** We will carry any debit or credit balance forward to the next month's bill.
- 9.3.5** You must give us an up-to-date meter reading at least every 90 days (unless you have a smart meter and we receive readings automatically).
- 9.3.6** Where we supply you with energy via a smart meter operating in prepayment mode, you warrant that; you can safely operate a meter in pre-payment mode,
- 9.3.7** You do not have any pre-existing medical or other conditions that would prevent you from safely operating a meter in pre-payment mode,
- 9.3.8** Where you are the sole adult occupant of the property you are not of pensionable age.
- 9.4** Paying by standard direct debit means:
- 9.4.1** Your monthly standard direct debit amount will be based on the Estimation of the amount of energy you will use over the course of 1 year calculated from information gathered relating to your use or proposed use of the Services. Where you join us in the winter, we can increase the standard direct debit amount by up to 25% to cover additional usage in the winter months.
- 9.4.2** We aim to review your direct debit annually, to make sure it is not set too high or too low.

- 9.4.3** We may not reduce your direct debit unless we are provided with up to date meter readings.
- 9.4.4** You must pay the estimated amount, any under or over estimate will be rectified upon an actual meter reading being provided to us. If you are unhappy with an estimated bill, you should tell us as soon as you can and provide us with an accurate meter reading where practical to do so.
- 9.5** We may allow you to pay by Flexi-Saver direct debit if you request to do so and will take the following criteria into account:
- 9.5.1** You must use our customer app or My Account Area online to ensure you add sufficient additional credit to your account to cover your usage;
- 9.6** If we allow you to pay by Flexi-Saver direct debit, your direct debit must be for an amount no less than 50% of the recommended direct debit. Your recommended direct debit is the recommended direct debit amount shown in your Account Area or provided to you by us.
- 9.7** By signing up to or switching to one of our fixed contracts or variable contracts for prepayment meters, or being under a deemed contract with a prepayment meter, you are required to have a prepayment meter and you are agreeing by default to pay via your prepayment meter. There may be additional charges for choosing this payment method.
- 9.8** If you ask to pay by standard credit, we may run a credit check on you and the result of this credit check may mean you are not eligible to pay by this method. If you are eligible to pay by standard credit, your bill is due on the date shown on the bill and must be paid in full.
- 9.9** We may require a security deposit before we accept your transfer from another supplier or change payment methods on your account. A security deposit is held as security against default of any monies due under this agreement. In relation to any payment on account, the following terms will apply:
- 9.9.1** The amount of the payment on account will depend on your circumstances and the likely value of your monthly bill based on our estimation up to a maximum of one quarter's likely usage.
- 9.9.2** Your contract with us won't come into effect until we have received the security deposit in full. We may refuse to start the supply until the security deposit is paid in cleared funds, or we may request a further payment if we have to use the security deposit to pay one of your bills. If the start date of your supply is delayed because you have not paid the payment on account, we aren't responsible for any charges you have to pay to your old supplier.
- 9.9.3** Based on individual circumstances, throughout your contract we may change the amount held as a payment on account in your account. This may be based on a credit assessment and/or payment history and/or a change of circumstances subject to the maximum payment in 9.9.1
- 9.9.4** You can pay using a prepayment meter or one of our other payment methods if you would prefer not to give a payment on account.
- 9.10** If you are in debt and don't repay us, or if you don't comply with the conditions for your chosen payment method:
- 9.10.1** We may install a prepayment meter in your Property.
- 9.10.2** We may notify you and move you to a different tariff for prepayment meters.
- 9.10.3** You may pay higher unit prices or standing charges on this different tariff.
- 9.10.4** The price plan and payment method you have chosen form a part of these contract conditions and should you cancel a direct debit mandate where one is required, you shall be in breach of this contract. In the event of such a breach, we will transfer you to an alternative tariff and payment method having given you 42 day's notice of the change. You may pay higher unit prices and standing charges on this different tariff.

10. Payments and charges – additional charges

- 10.1** From time to time you may need to pay additional charges relating to the following:
- 10.1.1** Testing the accuracy of your meter. If you request a meter accuracy test and the meter is found to be operating within industry tolerances, we will charge for the test. We will let you know beforehand what the charges will be. The test is not chargeable where a meter is found to be inaccurate.
 - 10.1.2** Repairing or replacing your metering equipment under section 6 above.
 - 10.1.3** Changing the position of a meter at your Property, unless required for due to a vulnerability.
 - 10.1.4** Warrant costs relating to disconnecting or reconnecting your supply.
 - 10.1.5** Replacing payment cards or keys, if you have a prepayment meter.
 - 10.1.6** Charges we are required to pass on to our customers by law or regulation, or a regulatory authority (such as Ofgem).
 - 10.1.7** Any reasonable costs we incur (including administration costs) because you failed to meet the terms and conditions of this contract.
 - 10.1.8** Should you fail to attend an agreed engineer visit or meter installation without giving at least 24 hours' notice, we will pass on any charges from our meter operator to you. This is currently £70 per failed appointment.

For further details of our charges please see our energy charges list: [totoenergy.com/gas-electricity](https://www.totoenergy.com/gas-electricity)

11. Payments and charges – late payments

- 11.1** If you're having trouble paying your bill, you should contact us immediately to discuss ways to save money and the payment methods available to you. Call us on **0333 210 7070**. You can also visit our website for more contact options www.totoenergy.com/support
- 11.2** If you don't pay your bill on time:
- 11.2.1** We can add the amount of your debt to your next bill or, if you have a prepayment meter, we can deduct an agreed contribution towards your debt from any top-ups you make.
 - 11.2.2** If your payment method is direct debit, we can charge you for the first missed payment and for each missed payment after that.
 - 11.2.3** You must pay us any bank charges that we have to pay because of cancelled or failed payments.
 - 11.2.4** We can install prepayment meters at your Property under warrant from the Magistrates' Court (or Sheriff Court in Scotland) without your permission.
 - 11.2.5** We can temporarily suspend or permanently disconnect the supply under warrant (if necessary) from the Magistrates' Court (or Sheriff Court in Scotland) without your permission.
 - 11.2.6** We can charge you interest at 4% per year above the current Bank of England base rate, which will be charged on the overdue amount you owe until you pay the overdue amount plus interest.
 - 11.2.7** We may install a prepayment meter and move you to a different tariff. This tariff may have higher unit rates and standing charges.

12. Payments and charges – refunds

- 12.1 If you would like a refund, our refund policy will apply. This includes you having to submit your meter readings first if you don't have a smart meter.
- 12.2 You'll usually get your refund within seven working days of your request being accepted, unless we've arranged something else with you. We'll pay it into the bank account you use for your direct debit unless you ask us to pay it into another account.
- 12.3 If you're switching away from us, you'll receive a refund once we've received meter readings from your new supplier and sent your final bill.

13. Moving house

- 13.1 If you're moving house and tell us at least two working days before you move, your contract end date will be the day you move out.
- 13.2 If you tell us after you've moved, or once we hear from the person who's moved into the Property, your contract end date will be two working days after you tell us or we hear from the new occupier.
- 13.3 You are responsible for paying all charges incurred:
 - 13.3.1 Up to and including your contract end date, if you've told us you're moving, or
 - 13.3.2 When someone else takes responsibility for the supply, if you haven't told us you're moving.
- 13.4 You must give us your final meter reading(s) and your new address so we can send you a final bill unless you have a smart meter, in which case we will take a final reading from your smart meter remotely. If you don't provide your final meter reading(s) we will use the new occupant's reading or our reasonable estimate to generate your final bill.
- 13.5 If you ask us to provide a supply at your new home, we'll cancel your existing contract and set up a new contract for your new Property, which will take effect in accordance with sections 2, 3 and 4.

14. Cancelling your contract

- 14.1 This section 14 explains when you may need to pay us a termination fee for each of the Services you receive from us (gas/electricity). We will always tell you if a termination fee applies to a plan you're switching to.
- 14.2 If you leave us after the cooling off period of your fixed contract contract, we may charge a termination fee (unless we told you that we would not do so in your Confirmation Correspondence.).
- 14.3 You do not have to pay us a termination fee if:
 - 14.3.1 You have to end your fixed contract contract because you have moved house, where you choose to move your contract to your new home.
 - 14.3.2 You are leaving us after you have received a statement of renewal from us but before your fixed contract contract ends.
 - 14.3.3 You are leaving us because you do not agree with changes we've made to your contract under section 15.3.
 - 14.3.4 You are moving from a variable contract to another plan or move to another supplier.

- 14.4** Other than the situations set out above, we reserve the right to charge a termination fee. This includes moving away from a fixed contract– in this case we will determine at our discretion whether or not to allow the move (see section 3.3(e)) or charge a termination fee.
- 14.5** If you end your contract without switching, you'll automatically move onto our cheapest standard variable contract for your metering configuration.
- 14.6** If you agree to pay by direct debit and then cancel your direct debit, we can end your contract early. If this happens, we will move you to a variable contract or a prepayment option if you have previously been supplied by us under a prepayment contract.
- 14.7** If you're switching away from us for any reason and you have a prepayment meter, we can object to the switch if you owe us more than £500, unless your new supplier agrees to take on the debt or you pay us within 30 working days of receiving notice that we've blocked your switch. If you're paying by any method other than via a prepayment meter, we can object to a switch for any amount of debt.
- 14.8** If you have outstanding debt and you request to switch to a new provider, we may tell you we're objecting to the switch request. If you clear this debt within 30 working days, we'll keep your charges the same and allow the switch to happen.
- 14.9** This section 14 will survive termination of your contract.

15. Changes to your contract

- 15.1** Subject to the provisions of this contract, we reserve the right to change your contract at any time.
- 15.2** We will notify you if any changes are made to your contract and make a copy available to you on our website or via your Account Area. If you don't have access to the internet and would like a copy in the post, please let us know.
- 15.3** If we make changes to this contract that are disadvantageous to you, we will give you 30 days' notice to let you know about the changes. If you do not agree with the changes, you can switch to another supplier or start a new plan with us without paying a termination fee.
- 15.4** The principal terms of your contract and your Price Plan with us are based on you having Smart Metering Equipment at your premises. If you do not already have Smart Metering Equipment, we will install Smart Metering Equipment for you. If you do not have Smart Metering Equipment and you refuse to let us install Smart Metering Equipment for you, we reserve the right to transfer your supply to our other tariffs and such a change will not constitute a change of the terms of your contract. This may be more expensive than the initial tariff in your Price Plan. If this is the case, we will give you 14 days' notice before we apply the change.
- 15.5** None of these constitutes a disadvantageous change under section 15.3 above:
- 15.6** Changing your payment method (for example, from Flexi-Saver direct debit to standard direct debit).
- 15.6.1** Increasing additional charges under section 10.
- 15.6.2** Moving you automatically onto a variable contract in accordance with this contract.
- 15.6.3** Changing or withdrawing any benefits in accordance with this contract

- 15.6.4 Increasing the VAT you pay.
- 15.6.5 Making changes to the contract if we are required by Ofgem's rules to make them.
- 15.6.6 If you ask us, we can add another person to your contract so that they can administer your account on your behalf. We can't make that person financially responsible for your supply unless they agree to it and they tell us themselves; in which case this contract is automatically amended to make them a party to it from the date they agreed to become a party.

16. Disconnecting the supply

- 16.1 We can suspend or disconnect the supply if you haven't paid your bill on time, and we will restart it as soon as possible once the bill has been paid but we may need to rely on other parties, for example, for the purposes of reconnecting your meter and we do not have any control on any 3rd parties and cannot guarantee any particular response times.
- 16.2 If we have had to suspend or disconnect the supply, we may ask for a payment on account before we restart or reconnect it.
- 16.3 If we ask you, you must reimburse us for the cost of suspending or disconnecting the supply, as well as the cost for restarting or reconnecting it.
- 16.4 We reserve the right to terminate this contract if:
 - 16.4.1 You do not pay us what you owe us upon the same being due;
 - 16.4.2 You commit a material breach of this contract;
 - 16.4.3 you are using the Services for a purpose other than the purpose which we agreed to supply it; or
 - 16.4.4 You are in violation of applicable laws or regulations relating to the Services; or
 - 16.4.5 you are behaving inappropriately, for example if you are verbally abusive or behave offensively towards our staff.
- 16.5 Either of us can end this contract with immediate effect by giving notice if Ofgem or a governmental body revokes our licence to supply the Services.

17. Our liability

- 17.1 This contract doesn't exclude any liability that we aren't allowed to exclude by law and does not limit our liability for death or personal injury arising out of our negligence or fraudulent misrepresentation.
- 17.2 Our total aggregate liability arising from or in connection with this contract (whether in contract, negligence or otherwise) shall not exceed the average total charges payable to us each year.
- 17.3 Subject to clause 19.2 we aren't liable for any loss or damage (including negligence and breach of statutory duty) that we couldn't reasonably have expected would result from breach of this contract at the time you entered into it.
- 17.4 If we're liable for a loss caused by a gas transporter or electricity distributor, our liability (including for negligence and breach of statutory duty) is limited to the amount we're entitled to recover from them on your behalf.
- 17.5 If we're required or entitled to take action under our gas supply licence, electricity supply licence or any other rules that are binding on us, we won't be in breach of this contract.

- 17.6** Whilst we shall use reasonable skill and care in providing the Services we can't guarantee that the supply will be uninterrupted.
- 17.7** We shall not be in breach of contract if there is interrupted, disconnected or we are otherwise unable to provide you with the Services for a reason beyond our reasonable control which shall include but is not limited to: fire, hazard, strike, acts of God, flood, drought, earthquake or other natural disaster, law or governmental restrictions, explosions and non-performance by suppliers or sub-contractors. In such events, the agreement will remain in full effect but the affected party will have no liability for such failure to perform.

18. Using personal information

- 18.1** You agree that we can use your personal information and data in accordance with our privacy policy, which you can find here: www.totoenergy.com/privacy-policy

19. Emergencies & safety

- 19.1** If you have a gas emergency, you must report it to the 24 hour emergency number on **0800 111 999**.
- 19.2** If you have an electricity emergency, you must report it to your local electricity distributor – their contact details are here www.totoenergy.com/support/emergency
- 19.3** You mustn't use the supply in any way that endangers people or property, or that could interrupt the gas supply of any other property.

We can restrict the supply if we think you are using it in a way that is unsafe or if we are required to by any legal or other requirement that is binding on us.

20. Our complaints procedure and your rights

- 20.1** You can submit a complaint in person, in writing or over the phone by:
- 20.1.1** Calling us on **0333 210 7070**
 - 20.1.2** Using our online web form in your My Account area
 - 20.1.3** Writing to us.
- 20.2** Whilst we aim to respond to your complaint as soon as possible, the typical response is between 24 – 48 hours, but these response times may vary depending on the volume of correspondence we are experiencing. If you're not satisfied with our response, you can escalate the issue to our internal complaints team who will be in touch within five working days.
- 20.3** If our complaints team doesn't resolve your complaint to your satisfaction, you will receive a final response (called a "deadlock letter"). This will detail what's happened with your complaint and what we've suggested, and give you contact details for the Energy Ombudsman.
- 20.4** You can view our Complaints Procedure: www.totoenergy.com/make-a-complaint
- 20.5** You can also find other useful information, things we can do to help, including details of the Priority Services Register and how to sign up in the TOTO Energy Knowledge base: www.totoenergy.com/support/faqs

21. Your Rights

It's easy to get free, independent advice so that you know your rights as an energy consumer. You might want to get a better deal, find out how to make a complaint, get advice about the quality of your electricity or gas supply, or ask for help if you're struggling to pay your bills. Visit the "Know your rights" section of www.citizensadvice.org.uk/energy for up-to-date information or contact the Citizens Advice consumer service on **0345 404 0506**. National Terms of Connection

You agree that pursuant to this contact we are supplying you with the Services acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection where 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. You can also phone **0207 706 5137**, or see the website at www.connectionterms.co.uk

22. Other conditions

- 22.1 We can transfer any of our rights or obligations under this contract without your permission. However, you must not transfer your rights or obligations under this contract to anyone without our permission.
- 22.2 If we are unable to continue supplying our customers, Ofgem may give a "Last Resort Supply Direction". This means that you could be transferred to another supplier, and your supply will not be interrupted.
- 22.3 If we need to give you a notice in connection with this contract, we may deliver it by hand or use the postal address and/or email address you have given us most recently. The following rules shall apply to the delivery of notices envisaged by this agreement (save for notices of legal proceedings):
 - 22.3.1 If we post a notice to you, it will be assumed to have been delivered two working days after it was posted.
 - 22.3.2 If we deliver a notice to you by hand or by email, it will be assumed to have been delivered immediately when it was delivered or sent to the most recent address we have for you (as applicable).
- 22.4 These terms and conditions, and any documents explicitly referred to in them, are the entire contract between you and us.
- 22.5 Nothing in this contract affects our legal rights or powers. Nothing in this contract affects any of your statutory rights that can't be excluded by law.
- 22.6 If any clause of this contract is declared invalid or illegal or unenforceable, the offending clause shall be deemed omitted from this contract and the other clauses will continue to apply (unless it would be unreasonable for such provision to continue in consideration of the deemed removed offending clause).
- 22.7 This contract is governed by the laws of England and Wales if your Property is in England or Wales, and in Scotland if your Property is in Scotland. If there is any dispute between us, it will be dealt with by the courts of England and Wales if your property is England or Wales, and by the courts of Scotland if your property is in Scotland.