

Standard Domestic Contractual Terms & Conditions

1.0 About this agreement

1.1 Introduction

- a. This contract is for the supply of electricity and / or gas for a domestic customer at a domestic property.
- b. These standard contractual terms are between you (the customer) and Extra Energy Supply Ltd ("we", "us", "our"). By entering into this agreement you agree that you are a domestic customer and that you will be using the gas or electricity (or both) totally or mainly for domestic purposes at a single domestic premise.
- c. You may have also agreed to additional non-standard product terms depending on the tariff you have chosen (for example a fixed term product). These will have been outlined during the sale and will be confirmed in writing as part of your Contract Pack.
- d. This agreement is based on the information you have provided, either directly or through an agent or a third party (this includes contracts agreed via the internet or over the phone).
- e. We may offer you different terms from the ones outlined in this agreement if the information provided by you is significantly inaccurate, false or misleading. Different terms may also be offered if we are unable to check any important information about you or your meter, or if the information available is not up to date. We can choose not to go ahead with our agreement with you, or to reflect your supply circumstances with additional or different terms.
- f. We may also choose not to go ahead with our agreement with you, or offer you a different payment option, if your meter or metering arrangements are not suitable for the tariff or payment option you have chosen. We will write to you to offer an alternative. If you don't object or if you choose not to cancel your contract, we will assume your acceptance of this alternative. We may ask you to change your meter or metering arrangements before we can supply you. If that is necessary, you will need to arrange for this to happen (at your own cost) before we can begin the supply. If you have a smart prepayment meter that we cannot support we will arrange the meter change at no cost to you.
- g. We can refuse to supply premises under these standard terms if they are split up into more than one home, whether or not each home has an individual meter.
- h. If you have not agreed to enter into a fixed price contract you may be being supplied under a deemed contract, as described in clause 1.2(f). For example you have moved into a new property and not yet agreed to a fixed price product. We will continue to supply you under a deemed contract up until the point you choose a fixed price or variable product with us or you choose to change supplier. Other tariffs may be available; please contact our Customer Services team on **0800 953 4774** if you would like further information.
- i. When you come to the end of your fixed price tariff, and you do not change supplier or choose a new fixed price contract, you will continue to be supplied at our cheapest variable non-fixed price tariff.
- j. If you have agreed a fixed price contract the term (length) of this contract will have been provided to you in the Contract Pack that accompanied these terms and conditions.

1.2 About your contract

- a. As your supplier of energy (electricity or gas or both) our registered address is Extra Energy Supply Ltd, 54 Hagley Road, Edgbaston, Birmingham, West Midlands, B16 8PE, United Kingdom
- b. This contract will start from the date you signed it. This includes verbal agreements made over the phone, online applications and contracts made via agents or third parties. If none of these apply to you, a deemed contract starts when you start taking the supply.
- c. If we do not already supply the property we will start to do this from the date we tell you. Usually this will be within 21 days. Where a cancellation period applies (which is known as the 14 calendar days cooling off period), the 21 days will not start until the end of the cooling off period.
- d. However, we do not have to complete your transfer within the period set out above if:
 - i) within the cooling off period you withdraw your request to transfer your supply by telling us that you no longer want to change supplier;
 - ii) you ask for the transfer to take place at a later date;
 - iii) your current supplier has objected to the transfer;
 - iv) after taking all reasonable steps, we still do not have all the information we need from you to complete the transfer, and that information is not readily available from another source; or
 - v) after taking all reasonable steps, we are prevented from completing the transfer due to any other reason which is beyond our control.
- e. If the transfer has been delayed for one of the reasons set out above, once that reason no longer applies we will re-start the transfer as soon as we reasonably can and at the latest within 21 days of the date that the reason for the delay no longer applied (unless you no longer want to continue with the transfer).
- f. If you have not entered into a contract with us and we already supply the property, a deemed contract will apply and we will treat you as if you had agreed to these terms and conditions from the date that:
 - i) you move into the property;
 - ii) your tenants move out of the property (if you are a landlord of the property); or
 - iii) you take or have responsibility for the property.

If there is a problem with your credit check, or the type of tariff or payment arrangements you have chosen, we will try to solve the problem with you wherever possible.
- g. If we take over the supply of energy you: (a) authorise us to cancel your existing agreement(s) with your current supplier(s) on your behalf; (b) allow us to ask for information about your supply and disclose this information to relevant parties in order to carry out our responsibilities; and (c) will give us energy meter readings at the start date (or as soon as reasonably possible) or allow us to obtain one.
- h. Ofgem can withdraw our supply licence in certain circumstances. To ensure you do not lose supply Ofgem may give you a 'last resort supply direction' to another supplier to take over the supply from us. If this happens, your agreement with us would end on the date the Ofgem direction took effect.

1.3 Cooling-off period

You can cancel this agreement within 14 calendar days from the date you signed it, accepted it on the phone or made your application online. To cancel, simply contact us (via the details below) with your customer account number, saying you want to cancel.

Email: customercare@extraenergy.com
 Telephone: 0800 953 4774
 By Post: Extra Energy Supply Ltd.
 PO Box 10243
 Unit 16 Coalfield Way
 Ashby de la Zouch
 LE65 9ED

2.0 Prices and charges

2.1 Prices

- a. You have an obligation to pay for the electricity and/or gas provided under this contract.
- b. Your price and terms and conditions may vary depending on how you pay for your gas or electricity (or both). We will assess your circumstances (for example, how likely we think it is for you to be able to pay your bills). Depending on the result of our assessment, we may charge different prices or ask you to pay in a certain way (this may result in you being charged a different price), pay a security deposit or use certain meter types (for example, a prepayment meter). We will base our decision on information that we hold about you or information you or a licensed credit-reference agency give us.
- c. We base our charges on the amount of gas or electricity we supply. This amount is worked out in kilowatt hours. (For gas, this is based on its 'calorific value', which is the amount of energy released as heat when the gas is burnt.) Our prices may also include a standing charge, usually this is displayed as pence per day amount.
- d. All our prices and other charges are affected by UK tax or duty, if this applies, including VAT at the appropriate rate (at the time of print this was 5%, but could be subject to change). We reserve the right to pass on to you any tax, duty or levy which is imposed upon us in relation to the supply of energy to you under this contract.
- e. Our most recent prices, charges and tariff information can be obtained by visiting our website at www.extraenergy.com or by contacting our Customer Services team.

2.2 Price changes

- a. We may need to change our prices, discounts or the way we charge for gas and electricity. For example, this could be following a relevant change in the law, government regulation, or to any tax or duty that affects our business. If it applies to you, you will need to pay UK taxes and duties at the relevant rate and in line with the prevailing legislation.
- b. Where you are on a variable non-fixed price tariff and if we increase our prices or make any other change to the terms of this agreement which disadvantages you we will tell you in writing at least 30 days before they begin to apply. If you do not accept the changes, you may end this agreement and change supplier. If you end this agreement and change supplier, the changes will not apply to you as long as:
 - i) you choose to enter a new contract with us and that comes into effect within 20 working days of the date of the proposed change or increase; or
 - ii) If you change your supplier within 20 working days.

If you have an outstanding balance on your account and try to switch supplier, we may object. You'll have 30 days to settle the balance. Provided you pay us, and the switch is completed within 3 weeks of the cleared payment, we'll continue to supply your energy on your current contract terms and fixed prices. If you don't settle the outstanding debt within 30 working days, we may prevent you from switching supplier and will move you onto our standard variable tariff.

- c. When we change prices, we will estimate the meter reading on the date the price change takes place. We will use this reading to work out your charges at the old prices up to the date we change the price (unless you give us an actual meter reading on that date, in which case we will use that to work out your charges). We will then use the new prices from that date.

2.3 Charges

- a. We may charge to recover any reasonable costs of collecting payments from you. These may include (but are not limited to) the following:
 - i) Costs we pay to recover money you owe us, which may include costs of visiting your home.
 - ii) Administration costs involved in collecting your debt (including the cost of any phone calls made to you by us or our agents).
 - iii) Costs of applying for and getting a warrant of entry and carrying it out.
 - iv) Costs of tracing you if you have moved and not given us a forwarding address.
 - v) Costs if you damage our equipment or equipment provided by your network operator(s).

If you fail to pay a Direct Debit, we will charge you a payment-failure fee. We also have the right to recover from you any other bank charges we have to pay because of cancelled or failed payments or rejected cheques. If you continue to miss payments, we will try to contact you by email, letter or phone before referring the matter to a debt collection agency, trace company or solicitor. If you do not pay your bill for gas or electricity (or both) within 28 days from the date we remind you, we can start charging you interest at 4% a year above the Bank of England's current base rate.

- b. We will charge to recover any reasonable costs of the following:
 - i) Changing your meter if you ask us to, unless you pay via a prepayment meter and are registered as disabled and you cannot use your existing meter.
 - ii) Changing your meter when you become our customer if your type of meter is not one that we can support on our system. We will not charge you for replacing a smart prepayment meter with a traditional prepayment meter where you are switching to us from another supplier.
 - iii) Moving your meter, unless you are of state pension age, disabled or chronically sick and pay via a prepayment meter and you cannot reasonably operate that meter.
 - iv) Repairing or replacing a damaged meter or meter seals, if the damage is deemed by us to be your fault.
 - v) Disconnecting or reconnecting the supply if you ask us to.
 - vi) Carrying out a meter accuracy test if you ask for this and we do not find a fault with the meter (which may include the costs of any visits to your home where we do not find a fault with the meter).
 - vii) Dealing with something you do that breaks the terms of this agreement.
 - viii) Any costs relating to building works required to access the meter following alterations made to your property by you or a third party.
- c. We may also charge any reasonable costs in connection with your prepayment meter:
 - i) Replacing a prepayment device (key, card or equivalent) and the reasonable costs of getting it to you.
 - ii) Visits to your premises by our agents if you have contacted us to tell us that you have run out of credit due to a fault with

your prepayment meter or prepayment device (or both) if we cannot find a fault and the visit results in credit being added to your prepayment meter by our agents.

- iii) Fitting a prepayment meter to avoid cutting you off (we may decide not to enforce these charges depending on your circumstances).
 - iv) Changing a prepayment meter to a credit meter if you ask us to make the change and we agree to do so.
 - v) Our agents visiting your premises if you have not taken reasonable care of the meter.
- d. You agree to buy enough credit to cover the energy you use, your standing charges and the debt we are recovering through your meter.
 - e. We may replace your existing meter with a prepayment meter. Before we do this work you must tell us where your existing meter is and accept that your supply may be disrupted while we are replacing it.
 - f. If we, or our agents, have to carry out any extra work on your supply to fit the prepayment meter, before that work is carried out we will agree with you who will be responsible for paying for it.
 - g. You agree to keep the key or card provided for each meter safe and not let it get damaged. If your key or card gets damaged or lost, you must pay a fee for a replacement.

Please also refer to section 4.4 Prepayment Meters.

2.4 Discounts

- a. If we offer any other discounts, for example, a bundled discount (where another product or service is provided as part of the gas or electricity (or both) contract) or an upfront discount (allowed before the supply of energy begins) we will specify the conditions relating to that discount in your welcome pack or other important communications if your product changes. You will find this information wherever we specify the details about your tariff.
- b. If you are eligible for a dual fuel discount this will be accrued on a daily basis. This discount will start to be applied from the date that your second fuel finishes registration and you become an **extraenergy** customer for both gas and electricity.
- c. Our Default Tariffs assume that our customers will use paperless billing, therefore all customers will be eligible for an online account management discount, unless section 2.4(e) applies. This discount will be accrued on a daily basis.
- d. If you choose to manage your account online via **extraenergy's** customer portal, you agree to provide a valid email address for receiving communications from **extraenergy** including bills, price changes and other information or notifications relating to your account. We may send this information electronically direct to your email address or via the online portal. If we send communication via the online portal, we will endeavor to send you a notification. A valid email address means an email address that is capable of receiving incoming emails.
- e. You will not be eligible for an online account management discount where you ask to receive paper bills or where we do not have a valid email address. If removed, the discount can be re-activated where a valid email address is subsequently provided however, you will lose your discount for the period where we did not have a valid email address on record.

3.0 Payment methods and statements

3.1 Payment methods

- a. You agree to pay by Direct Debit every month. If you choose any other payment method there might be a price increase to reflect any charges reasonably incurred by us for doing so. You will receive statements of account from us detailing your energy usage as laid out in your contract pack.

- b. Our Default Tariffs assume that our customers will use paperless billing, so we will email your statements to you (it is our way of being greener). However, if you would prefer paper statements we can arrange this once we start supplying you however, if you are in receipt of the online account management discount you will lose this discount (see 2.4(d)).
- c. If you pay on receipt of your bill, payment is due on the date shown on your bill. That date will be set so as to give you a reasonable amount of time to pay. You must pay the amount shown on your bill in full on, or before, that date unless we have agreed a different payment arrangement with you. If there is a genuine dispute about any amount, you must pay at least the amount you agree you owe. When we have settled the matter, we will adjust the bill as appropriate.
- d. If you are entering into this agreement together with other people (such as your partner), you are each responsible for paying all amounts until they are paid in full.
- e. If you owe us money we will use any payments you make to pay off the oldest debt first.
- f. If you fail to pay your bill or we believe that you are at risk of failing to make the payments that are due to us, we will assess your ability to pay and where appropriate we may change the frequency at which you receive your bills. We will notify you before we make this change.
- g. If you do not pay our bills in the way we have agreed with you, we can ask you to pay by some other method, in which case there may be a price increase to reflect any charges reasonably incurred by us for doing so. If this means we have to fit a prepayment meter, you may be responsible for the costs of installing the prepayment meter. We will tell you about these costs at the relevant time.
- h. Your Direct Debit is based upon the amount of energy we estimate you will use (based on the information provided by you) and your tariff. We will review your Direct Debit payment regularly to ensure your fixed payments are accurate. If you are joining us through the winter months, your Direct Debit may be set at 25% higher (than your standard monthly amount) to cover the extra usage until spring, when it will return to a recommended Direct Debit amount.
- i. You agree to pay for your energy each month by Direct Debit. The date of your payment is shown on your contract; if you would like a different date, please contact us. Make sure you have enough money available in your bank account to cover the Direct Debit. We may sometimes carry out a review before your Direct Debit review date (for example, if we receive a meter reading).
- j. Whenever we review your Direct Debit, we will estimate the cost of the energy you will use (that is, your estimated annual energy cost) up to the date of the next Direct Debit review date (this will be at least annually). This estimate will be based on the amount of energy you have used in the past, energy prices at the time, and any existing debt or credit on your account. If your Direct Debit needs to change we will let you know at least 5 days before making the necessary changes.

3.2 Difficulties with payment

- a. If you cannot pay your bill, we may offer you an instalment plan instead of fitting a prepayment meter. This plan will spread the money you owe us over a period of time and at a rate that should be affordable for you. It is a condition of the instalment plan that you also agree to a payment scheme to pay for your continued energy use. You can pay off the full amount you owe at any time before the instalment plan ends. We have a variety of payment methods available to customers who are experiencing difficulties with payment which we can arrange to suit individual circumstances.

- b. While you still owe us money under your instalment plan, you may not be able to change supplier. If you move home, you will have to pay us the full amount you still owe under the instalment plan, unless you ask us to transfer the amount over to your new address and you continue to take your supply from us. We will set up a new payment scheme and instalment plan for your new address.
- c. If you fail to make any payment due under the instalment plan, the plan will automatically end and we may install a prepayment meter instead to help you pay for the energy you use and recover any money you still owe us.
- d. If you are a prepayment customer you may also wish to refer to section 4.4.
- e. You may also wish to refer to our policy entitled "Helping Customers with Payment Difficulties" which can be found on our website (www.extraenergy.com) or requested free of charge from our Customer Services Team.

3.3 Moving money between contracts

- a. If you owe us money under this or any other contract, we can move money between contracts or accounts, for example to:
 - i) use any money that we owe you or any deposit that you have paid to pay off what you owe us; or
 - ii) to move any credit to another account to pay off your debt. It will be up to us to decide how we use your payments to pay off your debt. For example, we may use your payments to a pay off any costs we have charged you on top of your energy bill, as described in this contract, or we may pay off your oldest bills first.

You agree to pay any outstanding charges you owe us under any previous contracts with us, or charges you owe your old supplier that are transferred to us, together with any reasonable administration charge that we tell you about.

- b. If we find out, after you leave us or move to a different energy supplier, that any of the bills we sent you were not accurate (for example, if you did not give us an actual meter reading when you ended the contract), we will send you a new bill. If the new bill shows that you owe us money, you must pay this by the due date on the bill. If you genuinely disagree that you owe this money, you must tell us straight away, or as soon as possible and at least prior to monies being due.
 - i) If the new bill we send you shows that you have money (credit) left on your account, we may use this to pay off any money you owe us under another contract or account. For example, if you have separate contracts with us for electricity and gas and you are moving one of them to a different energy supplier, we will use any money we owe you under that contract to pay off money you owe us under the other contract.
 - ii) We will give you back any money that is left over after we have followed the described process. If you do not owe us any money under another contract we will pay you back the whole amount left on your account.

3.4 Security deposit

We may ask you to pay a reasonable amount upfront (a deposit) as security against payment for your gas or electricity (or both). We may do this to protect us against likely loss in the event that you break the terms of this agreement. We will not ask for a deposit if you choose to pay for your gas or electricity (or both) through a prepayment meter and it is safe and reasonably possible for you to use a prepayment meter. We will only ask for a deposit if it is reasonable for us to do so in the circumstances. If we ask you for a deposit and you do not pay it, we may be entitled to:

- i) refuse to supply gas or electricity (or both) to you; or
- ii) be unable to move you to a fixed price supply contract; this will mean staying on our deemed contract rates.

In cases where we ask for a security deposit we will inform you in advance and supply you with all necessary information.

4.0 Meters

4.1 Meter care

- a. You must take reasonable care to make sure that the meter is not interfered with or damaged.
- b. If you notice any damage to your meter, or if you suspect that someone has interfered with your meter, you must tell us as soon as possible.
- c. You may have to pay our or our agents' reasonable costs for visiting the property and for any work that we or they carry out in relation to the meter or other equipment.

4.2 Meter access

- a. Unless otherwise stated this section refers to accessing electricity and / or gas meters and the associated fittings and equipment.
- b. Our meter readers must have easy access to read your meter. The meter must also be in a safe, secure and weatherproof position. If it is not, or is not easy to access, you must provide a suitable position and allow us to move the meter. You agree to pay our reasonable costs for moving the meter unless the unsuitable position was our fault or you have a prepayment meter and are of state pension age, disabled, or chronically sick and cannot reasonably use the meter in its current location.
- c. You will need to give us reasonable access to read, install, test, inspect, repair, remove or replace your meter when necessary. We may also need access to convert your meter from a 'credit' setting to a 'prepayment' setting (or vice versa), or to cut off or reconnect your supply.
- d. You will allow the electricity distributor and/or gas transporter, gas shipper or any other person nominated by us, access to the address, at all reasonable times and at any time in an emergency. This is so they can inspect, install, operate, calibrate, replace, maintain, repair, renew, remove and/or disconnect the meter (or any other equipment) for any purpose under this agreement (including taking readings).

4.3 Meter readings

- a. You must give us meter readings at least every six months. This will help us to make sure your bills are as accurate as possible. We may ask you to provide more frequent meter readings depending on your method of payment.
- b. When we produce your bill or statement, we will, if possible, use a meter reading that we or you have taken (this is an 'actual meter reading'). If no actual meter reading is available, we will produce a reasonable estimate of usage at your property. You agree to pay the estimated amount or give us an actual meter reading.
- c. If, in our reasonable opinion, the meter reading you provide is not accurate, we will not use it, but we will try to contact you to get a new meter reading to use instead. In this case you agree to allow us (or one of our agents) to take a meter reading at your premises if necessary which will not incur an additional charge. We may ask you to pay our reasonable charges in the event that:
 - i) you interfere with your gas or electricity meter or steal gas or electricity
 - ii) you prevent us or our agents from reading or working on your meter
 - iii) you deny us or our agents rights of entry to the meter

If you make an appointment and cannot keep it, you must let us know by midday the day before, or we may charge you for the appointment. If we suspend, disconnect or reconnect your electricity or gas supply or reposition your meter we may make a reasonable charge. If your chosen pricing structure is incompatible with your existing meter, we'll be happy to reprogram and/or replace your meter for a reasonable charge. If you request a visit to check if your meter is functioning correctly, we may apply a reasonable charge if upon the visit we find the meter is functioning correctly.

- d. If, for any reason, your meter does not register any gas or electricity used, you agree to pay the amount that we reasonably estimate you have used. This will be based on our best estimate of your consumption.

4.4 Prepayment meters

- a. You may ask us for a prepayment meter. We will install one for you if we reasonably can or, if you have a type of meter we can convert from a credit setting to a prepayment setting (either remotely by using the wireless network or by inserting a prepayment device into the meter), we may do that instead. Please remember that a prepayment meter may be more expensive than other ways to pay for energy.
- b. We may ask you to pay for your gas or electricity (or both) through a prepayment meter on our prepayment terms. We may do this if:
 - i) you failed our credit checks;
 - ii) a prepayment meter is already installed;
 - iii) we have reason to believe that someone has tampered with an existing meter; or
 - iv) you owe us money and by installing a prepayment meter we can avoid cutting off your gas or electricity (or both).
- c. If you have a prepayment meter fitted then you will be provided with some supplemental terms and conditions either by us or by an agent acting on our behalf who provides you with the key/card for you to add credit to your meter and, for example, will explain how credit can be added to your prepayment meter and how your meter works.
- d. If you have got into debt and you are paying off the money you owe us through a prepayment meter you must make the weekly repayments we have agreed with you to make sure you pay back the money you owe us. You will need to add more credit to your meter over and above the repayment we have agreed with you to pay for your ongoing energy use and standing charges.
- e. If you fail to keep up with the repayments we have agreed with you (for example you fail to top up your meter with credit) we will review your ability to pay and we may, where appropriate:
 - i) ask you to repay the total amount you owe us straight away; or;
 - ii) increase the weekly rate at which you are paying off the debt (we will tell you about this before we do so); or;
 - iii) seek to recover that debt by an alternative means (for example we may agree another payment method with you); or;
 - iv) take action against you through the courts to recover the debt.
- f. A prepayment meter may be exchanged for a credit meter (or converted from prepayment to credit mode if a smart meter has been installed and the functionality is available) upon your request provided you have paid any outstanding debt and complied with any additional terms and conditions we may have notified you about. A security deposit or some other form of security may be required before we carry out such an exchange. We may also require you to pay our reasonable costs for exchanging the meter.
- g. You agree to keep the key or card provided for each meter safe and not let it get damaged. If your key or card gets damaged or lost, you must pay a fee for a replacement. You agree to buy enough credit to cover the energy you use, your standing charges and any debt we are recovering through your meter. We will take the debt repayments off the credit you add to your account. If you do not keep up your repayments we may ask you to pay us the total amount you owe in one payment.
- h. If we need to install a prepayment meter at your property you must make sure that our engineer can get access to your meter without any obstruction. If our engineer cannot fit your prepayment meter because you cancel the appointment or there is no adult at the property you must pay a fee, which we will add to your debt.
- i. You must only put credit on your own prepayment card, and only do this at retailers displaying the official Paypoint logo. There are minimum and maximum amounts of credit you can buy. If you use up your emergency credit, the minimum amount of credit you can buy to reconnect your supply is £1 more than the emergency credit you have used. It is recommended that you keep your receipts in case of any disputes.
- j. You understand that although we will not disconnect your prepayment meter (other than in cases of metering tampering), it will self-disconnect if you do not activate the emergency credit before your credit runs out, or you have used all the emergency credit.
- k. From time to time we will adjust your account to replace the default gas calorific value (the assumed heating power of one unit of gas) with actual figures. This can result in your account being in credit or in debit.
- l. If we, or our agents, have to carry out any extra work on your supply to fit the prepayment meter, before that work is carried out we will agree with you who will be responsible for paying for it.
- m. We will give you 28 days' notice of any changes to our non-disconnect periods. Once you have paid off the debt on your meter or meters, we will not refuse to return your meter to the type you had previously without good reason. This is based on you agreeing to pay for your energy by Direct Debit each month and making those payments.
- n. If as a result of a credit check we require a security deposit, and you are unable or unwilling to pay, we may insist on fitting a prepayment meter. This may incur a charge.

5.0 Termination

5.1 Moving home

- a. You should give us at least two working days' notice before you move home. You must also give us details of your new address and your final meter readings so that we can send you your final bill. If you have given us the correct notice, your agreement with us will end on the date you move out of the property. If you fail to give us the correct notice, your agreement will end either:
 - i) two working days after you tell us that you have moved; or
 - ii) when someone else takes over the supply; whichever is first.
- b. Until your agreement ends, you will still be responsible for paying for any gas or electricity (or both) used at your old home. This means if you delay in telling us about your move, you may have to pay for any energy used during the period when nobody else was registered as taking the supply. If you do not give us your new address and we have to pay costs to trace you, we may add these costs to your final bill.

5.2 Proper termination

- a. Your agreement with us will end if and when:
 - i) you change suppliers and the new supplier starts to supply your home;
 - ii) we start to supply you under a new agreement;
 - iii) we lose our licence to supply electricity and/or gas; or
 - iv) the supply is cut off because it is no longer needed.

Until then, this agreement will continue to apply and you must pay for all commodity supplied hereunder until the end of this agreement.

- b. There is no charge for transferring to a new supplier, and we will do everything reasonably possible to help with the transfer. You may have to pay an exit fee if it applies to your particular fixed price product. This exit fee will be provided to you at the time of taking the contract and can also be found in the Tariff Information Label.

- c. If you are on a variable tariff you can change supplier at any time during the contract without paying exit fees, if you do not owe us any charges.
- d. We will take all reasonable steps to send you your final bill within six weeks of the transfer to your new supplier being completed. If we receive further information that allows us to correct a mistake in your final bill, we will send you a corrected final bill as soon as possible after we receive the further information.

5.3 Problems with contract termination

- a. If you want to transfer to a new supplier, we can prevent the transfer if:
 - i) you tell us that you have not entered into a contract with another supplier and you want us to prevent the transfer;
 - ii) you owe us money that has been due for more than 28 days.
 - iii) your proposed new supplier agrees that the transfer request was a mistake;
 - iv) your proposed new supplier does not apply to transfer all the related electricity meters at the premises on the same day.
 - v) if you are bound by the provisions of a contract (specified by the direction of The Authority) which will not end on or before the proposed supply transfer date.
 If you pay via a prepayment meter you may apply to transfer a debt of up to £500 to your new supplier.

5.4 Contract termination through us

- a. We may end the agreement immediately and cut off your gas or electricity (or both) in the following circumstances:
 - i) If you have failed to pay for your gas or electricity (or both) or cannot pay your outstanding charges and you have refused our offer of letting you pay in instalments or through having a prepayment meter fitted; or
 - ii) If it is not reasonably possible for us to fit a prepayment meter.
 - iii) If you break the terms of this agreement in any other way which would reasonably be considered to be serious (for example, you tamper with your meter).
 - iv) If we or our agents cannot read the meter and if, having carried out appropriate checks (such as inspecting your meter), it appears to us more likely than not that the metering equipment has been tampered with.
- b. We may also cut off your gas supply if supplying gas to your home might put the public in danger and we have taken all reasonable steps to prevent that danger from arising. If we supply you with gas, we and the gas transporter who operates the network through which the gas is supplied to you also have the right to tell you to restrict or stop your use of gas if we or the gas transporter have to do so by law or in an emergency. You must then follow our instructions. In an emergency, you must allow us, and anyone we authorise, safe access to your meter at any time.
- c. If we supply you with both gas and electricity, we do so under two separate agreements. We will not cut off both your gas and electricity unless this is for a reason which applies to both gas and electricity. For example, if you have failed to pay for your electricity, but have paid for your gas, we will not cut off your gas supply (as long as there is no other reason for cutting off your gas supply).
- d. If you are having difficulty paying, we will offer to fit a prepayment meter before we cut off your gas or electricity (or both). If necessary, to avoid having to cut you off we may apply for a warrant to fit a prepayment meter without your permission. Or, if you have a type of meter that we can convert from a credit setting to a prepayment setting (either remotely by using the wireless network, or by inserting a prepayment device into the meter), we may do that instead. You must then pay for gas or electricity (or both) at our prepayment rates, which may be more expensive than

other ways of paying for your gas or electricity. We may also set the meter to collect any money you owe us. We will tell you if we do this. You must pay any costs we may reasonably ask for if we have to change, convert or reset your meter.

- e. You must pay our reasonable costs if we have to cut off or reconnect your supply for any of the reasons described above. Those costs may include the cost of visits to your home.
- f. If, when this contract is terminated you have any money (credit) left on your account after we have told you the final amount that you owe, or if we cannot tell you the final amount because you have not given us a forwarding address, we do not have to pay you this money back as long as:
 - i) we have already made a reasonable effort to pay you the money and/or
 - ii) we cannot send the money we owe to you because you have not given us a forwarding address.
- g. Any refunds will be made as soon as possible and within 30 days of the date of the final bill.
- h. On contract termination both parties have the right to collect or return any outstanding credit or debt after the final bill(s) have been produced.

	Applicable tariff	Exit fees payable?
Moving home	Fixed	✗
Switching to another extraenergy tariff more than 49 days before the contract end date.	Fixed	✓
Switching to alternative energy provider more than 49 days before the contract end date.	Fixed	✓
Switching to another extraenergy tariff or an alternative energy provider.	Variable	✗

6.0 Fixed Price Contracts

- a. We will not extend in any way the duration of any fixed price period that applies to a fixed price supply contract unless you expressly agree to such extension. If you do agree to an extension we will:
 - i) ask for agreement to this extension in writing;
 - ii) clearly state the duration of the extension and the impact of any proposed changes to any other terms and conditions;
 - iii) make it clear that you are under no obligation to accept these changes.
- b. At about 6 weeks before your tariff end date we will send you a Renewal Notice to remind you that your tariff is coming to an end. This notice will tell you about the prices and terms and conditions that will apply after your tariff end date unless you agree a new tariff with us or another supplier. If you do not switch tariff or supplier we will automatically place you on our cheapest variable non-fixed price tariff.
- c. If you switch to another **extraenergy** tariff no more than 20 working days after your tariff end date; or you switch to another supplier, and:
 - i) your new supplier notifies us of your switch within 20 working days of your end date (this will normally be after a cooling off period of up to 14 days); and;

- ii) your switch is completed within three weeks of us receiving that notice
- iii) We will keep you on your fixed price contract tariff prices and terms and conditions until your switch is complete.
- d. If you initiate a switch to another supplier up to 49 days before the end of your tariff end date we will not charge you an exit fee. You will also not have to pay an exit fee if we extended your fixed price contract without your permission.
- e. If you owe us money when we receive notice from your new supplier about your switch, we may prevent you from switching. We will write and tell you about this and give you 30 working days to pay the money you owe us. If you do this and your switch is completed within three weeks of paying your bill, we will continue to supply you on your fixed prices and terms and conditions until your switch is complete. If you do not pay us the money you owe within 30 working days then we may prevent you from switching.
- f. You are entitled to initiate a switch to another supplier at any time during your fixed price contract. If you do not complete the transfer before the contract end date, or as outlined in 6.0c, you will not be charged an exit fee.

7.0 Your Personal Information

For the purposes of the Data Protection Act extraenergy is the Data Controller with respect to any personal data collected, handled or stored.

7.1 Data Protection Notice

- a. We will only use your personal data that you have provided to us or which we legally receive from another organisation or person as allowed by the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other privacy laws that apply. If any of your details change, you should let us know as soon as possible so that we can keep our records up to date.
- b. The information which we receive about you may include:
 - i) Name, age/date of birth, gender, and physical or mental health
 - ii) Home address, home/mobile/work telephone number and email address
 - iii) Bank account details
 - iv) Meter details and gas and/or electricity usage
- c. You must ensure that if you are providing information about other people that they agree to us having their information for the purposes you are providing it.

7.2 How we use and store your information

- a. We will take all reasonable steps to protect your personal information and keep it safe. We and our agents may use your information to do the following:
 - i) To help us identify you so we know who we are talking to.
 - ii) To supply you with gas or electricity (or both) and any other services you have asked us for.
 - iii) To set up and manage your account, including collecting payments, recovering debts, analysing your account history and improving our services that you have asked us for (which may include loyalty and incentive schemes we may run from time to time).
 - iv) Help run, (and contact you about improving the way we run) any accounts, services and products we provide now, have provided before, or will provide in the future.
 - v) Create statistics, test computer systems, analyse customer information (for example, energy usage or other information collected by devices provided by us), create profiles and create marketing opportunities (including using information about what you buy from us and how you pay for it, for example, the amount of gas you use and any discounts we have offered you).

- vi) Help prevent and detect debt, fraud and loss.
- vii) To contact you about similar services and products unless you ask us not to,

- b. We may monitor and record telephone and written correspondence with you to train our staff and monitor our services.
- c. Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.
- d. In connection with the purposes set out above, we may transfer your information to other group companies or service providers in countries outside the EEA (European Economic Area).

7.3 How we share your information

- a. We may share your personal information to others in connection with the purposes set out above, these will include:
 - i) Agents acting on our behalf to provide the services you have asked for or to create statistics, test computer systems, analyse customer information, create profiles and create marketing opportunities (as outlined in 7.2).
 - ii) Other members of the extra group including affiliate companies.
 - iii) Relevant industry organisations and agencies, based on agreed industry processes.
 - iv) Credit-reference and fraud-prevention agencies (see clause 7.5 below).
 - v) Relevant law enforcement agencies or government agencies where we are required to provide the information for legal or regulatory reasons.
 - vi) Social services, and to medical and healthcare professionals or other similar support agencies, if you are in danger of being cut off and we believe you may need extra help. You or a member of your household may need this extra help as a result of your (or their) health, age, disability or financial circumstances (we assess and record who may require extra help as a result of their circumstances). We may also provide this information to other energy suppliers in line with the Energy Retail Association "safety net procedures" if you decide to change supplier. We may also share this information with the relevant gas transporter, metering agents or network operator in accordance with the relevant codes of practice. By giving us information about your physical or mental health, you agree that we may provide this information as set out above.
- b. If an organisation takes over all (or nearly all) of the relevant business or assets, we may pass your personal information to them.

7.4 Theft and Fraud Prevention

- a. If we suspect that you or someone else has interfered with your gas or electricity meter or stolen gas or electricity we will share this information with the industry appointed Theft Risk Assessment Services Fraud Prevention Agency (TRAS), who will use that information to check databases they hold and may provide information to us to help identify fraud and energy theft.
- b. If we suspect or confirm that you have committed energy theft a record of this will be kept by us and the TRAS which may include sensitive personal information about alleged criminal offences you have been accused of. The TRAS may provide it to other energy suppliers (where you have an energy account with them) or to

Ofgem and other industry bodies in accordance with agreed industry processes in order to identify fraud and detect energy theft.

- c. We may use any information we have collected to (where relevant and appropriate) detect, investigate, pursue (including prosecute) and prevent (in so far as possible) theft and fraud.
- d. We may also use this information to assist us in making decisions about your payment arrangements and the products and services we offer you in the future.
- e. If you give us false or inaccurate information and/or we suspect or identify fraud or theft of energy we will record this and may also pass this information to fraud prevention agencies and other organisations (such as the police) involved in crime and fraud prevention who may also use this information.

7.5 Credit check

- a. We may search the files of credit-reference agencies, and gather information from fraud-prevention agencies, and those agencies will record the search. We may share information about your account and how you deal with it with other financial institutions, with credit-reference agencies and with fraud-prevention agencies. They may record this information (which may include sharing information about your payment history and any payments you have failed to make). We may use this information to help us assess your ability to pay our bills and to make decisions about the products and services that we offer you.
- b. We will check your details and details of all the people who are linked to your account (for example a spouse or a person who is sharing your property with you who is also responsible for the account) with one or more credit reference agencies. We may also use information that we already hold about you in relation to your account.
- c. The information we share may be supplied to other organisations (such as banks, other utility companies or companies who offer you credit to purchase goods and services) by credit reference agencies and fraud prevention agencies to perform similar checks to those set out in this section to trace your whereabouts if you have moved without providing a forwarding address so that they (and we) can recover debts that you owe.

7.6 General

- a. Except as set out in these terms and conditions, we will not give your personal information to anyone else unless you have agreed to this. If you do agree, but later change your mind, you can contact us and we will stop sharing your information.
- b. You are entitled to have a copy of the information we hold on you, and to have any inaccurate information corrected. We may charge you a £10 fee for providing a copy of any information we hold about you. For more information about this, please contact us at:
 Email: customercare@extraenergy.com
 Telephone: 0800 953 4774
 By post: Extra Energy Supply Ltd
 PO Box 10243 Unit
 16 Coalfield Way
 Ashby de la Zouch
 LE65 9ED

8.0 Help and advice

Getting things right first time is really important to us, but sometimes things don't go quite to plan. If you are unhappy with our service and you would like to find out more about how to make a complaint, you can download our complaints process or a copy of our latest complaints performance report at www.extraenergy.com/home/faq/complaints or request a free copy from our Customer Service Team.

Independent advice

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. To "know your rights" visit <http://bit.ly/2bILkr3> for up to date information or contact the Citizens Advice consumer service on 03454 04 05 06.

9.0 Loss or damage caused by us

- a. We accept responsibility for any injury or death caused as a result of the action, neglect, fraud or misconduct of our agents or representatives. If you suffer any loss or damage caused by us our responsibility will be limited to £1,000,000.
- b. We will not under any circumstances be responsible for:
 - i) Any financial loss or damage (for example loss of income, profit, business or goodwill).
 - ii) Any loss which, when we made this contract with you, we would not reasonably have expected to happen even if we, our employees, subcontractors or agents did not follow these terms and conditions.
- c. If the gas transporter or the network operator causes you any loss or damages, we will only be liable for the amount we are entitled to recover on your behalf.

10.0 Additional information if you have a smart meter

If you have a pre-existing smart meter (or any other type of advanced meter) when we take supply you will lose the smart functionality. However, your meter will continue to work as a standard meter.

11.0 Extra conditions if you are part of the Green Deal scheme or have a Feed in Tariff

Green Deal: If you have an agreement with your current supplier for products, or services, as part of the Green Deal scheme you must ensure you inform us of this at the earliest opportunity. Failure to do this could invalidate all or part of this agreement.

Feed in Tariff: If you have onsite generation capability that is eligible for Feed in Tariff payments you can switch your import energy supplier to extraenergy but we currently cannot support your Feed in Tariff. This is because extraenergy are neither a Mandatory nor Voluntary FIT Supplier.

12.0 Contract transfer & mutual variations

You may not transfer any of your rights or responsibilities under this contract to another person without getting our written permission first. We can transfer all or any part of this contract to another party.

In addition to our right to vary this contract we can mutually agree changes to the contract with you. These changes can be requested by either you or us but they must be mutually agreed by both you and us. If the change (whether requested by you or us) puts you at a disadvantage, we'll send you a written notice of the effect of the change. We will require your express agreement before we make the change. If we tell you about a change we'd like to agree and

we don't hear back from you within a reasonable period, then we won't make the change. All mutually agreed changes to this contract will be confirmed in writing within 5 working days of the change being agreed.

13.0 Levels of service

We aim to treat you fairly and provide a service that meets your needs. We must tell you about various standards of service, including Guaranteed Standards (which relate to our supply to you and cover your meter and bill).

The Guaranteed Standards relate to the following:

- Reconnections
- Faulty credit meters
- Making and keeping appointments
- Faulty prepayment meters
- Compensation payments

We will send you a copy once in every 12-month period. The copy you receive will also set out the Guaranteed Standards that apply to your gas transporter and your local electricity distribution company, along with any compensation payments that apply if those standards are not met. If we fail to meet our Guaranteed Standards (for example, by not performing a specific task or keeping an appointment) we will have to pay you a set level of compensation.

14.0 National terms of connection

Your supplier is 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 agreement and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business.

If you want a copy of the NTC or have any questions about it, please write to:

Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF.

Phone: 020 7706 5100, or see the website at

www.connectionterms.co.uk

15.0 Other information

If any of the terms and conditions of this contract are deemed to be unlawful this ruling will not affect the other clauses.

16.0 Governing law of the contract and courts where proceedings can be brought

This contract is governed by the laws of England if the property is in England or Wales and by the laws of Scotland if the property is in Scotland. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction in relation to any claim or dispute arising out of the contract. However, if you are a resident of Scotland, you may also bring proceedings in Scotland.

17.0 Information about our right to enforce

If we fail to insist that you perform any of your obligations under this contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have given up our rights to take action against you and will not mean that you do not have to comply with those obligations. If we do give up on our right to take action in relation to a default by you, we will only do so in writing, and that will not mean that we will automatically give up our right to take action in relation to any later default by you.