

Standard terms and conditions

For small and medium enterprises
(SMEs) including micro businesses.

Effective from 31 March 2014

Helping our customers.
We're on it.

e-on



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About these terms and conditions

Together with the 'your plan' section of your **contract confirmation letter** for the relevant period, these terms and conditions form a legally binding **contract** with us.

You should keep all the details safe, along with the letters we send you.

When we use words and phrases with a specific meaning – like '**services**' and '**plan**', they will be in bold text and will be defined in the glossary in section 16.

Is this document right for you?

These terms and conditions are for all **small and medium enterprises** (SMEs) including **micro businesses** that use our **services**.

These are typically customers who have less than 20 sites, use less than 1GWh of electricity through non half hourly metering and/or less than 1.5GWh of gas each year.

They are also for property developers who require a supply of energy in order to prepare a **premises** for sale or let.

They don't apply to **premises** where electricity or gas is supplied wholly or mainly for domestic use. You can find details of our domestic tariffs at eonenergy.com/services

They are not for customers with **half hourly metering**, but if you are on a **plan** and we tell you that you need **half hourly metering**, we'll keep you on your **plan** until it ends - see section 13.3.

Section 1

Taking over premises we supply, or where a contract hasn't been agreed

1.1 When would this apply to me?

This section applies if you've become **responsible** for **premises** where we are the **registered supplier** of gas, electricity or both - but you haven't agreed a supply **contract** with us for that fuel.

We call this having a **deemed contract** with us.

You may also be on a **deemed contract** if:

- we supply energy to the **premises** and your supply has been accidentally transferred to us in error;
- **Ofgem** has appointed us as your supplier, and you've not agreed an energy **plan** or any pricing with us;
- your **contract** has been cancelled or terminated - see section 7.6.

1.2 What this means to you

These terms and conditions apply to you from the moment you become **responsible** for a **premises**.

You have to pay us for the energy you use at our deemed prices which can be found at eonenergy.com/smedeemed. You can also call us on 0345 301 4881 to confirm your prices.

You can cancel, or terminate, your **deemed contract** at any time by:

- agreeing a **plan** with us;
- transferring to another energy supplier without giving us notice; or
- asking us to permanently **disconnect** the energy supply to your **premises**.

We can make changes to our **deemed contract** at any time. We will take reasonable steps to inform you of the changes and will publish the new prices at eonenergy.com/smedeemed

What are deemed contracts?

When businesses move into new **premises**, they don't usually want any delay in being connected while they agree terms with an energy supplier.

So we can keep supplying energy to the **premises**, the gas and electricity legislation we operate under says that when a new customer moves into **premises** where we're the **registered supplier**, they're 'deemed' to have a **contract** with us.

1.3 Getting better prices

If you haven't spoken to us about pricing yet, we might be able to offer you a better deal. To discuss it with us, call us on 0345 301 5343.

1.4 If we supply you through a prepayment meter

If we supply your **premises** through a **prepayment meter**, you'll need to pay before you use the supply. Call us on 0345 303 3040 if you believe this to be the case, so that we can explain how to get credit on the meter.

1.5 Moving onto an energy plan

As soon as you agree an energy **plan** with us, you'll no longer be on a **deemed contract**. Section 1 of these terms and conditions will no longer apply and you'll be covered by the rest of these terms and conditions.

What does responsible mean?

For a tenant or occupier, you are **responsible** for **premises** from the start date of your lease - or the date you occupied the **premises** if this is earlier.

For a landlord or owner, you are **responsible** for **premises** when there is no tenant or occupier **responsible**, including when they are vacant or a tenant has just moved out.

Section 2

Switching to E.ON

2.1 When would this apply to me?

This section only applies if you are a new customer and/or you ask us to take on **premises** that we don't already supply.

2.2 When your contract starts

Your **contract** starts from the date you accept our offer or, for **deemed contracts**, when you first become **responsible** for the **premises** - see section 1.1.

Our offer will be valid for a limited duration.

When we first agree a **contract** with you we will also agree a **plan**. Some **plans** are for a limited time; after a **plan** ends you will move to another **plan** unless you or we have cancelled, or terminated, this **contract** - see section 7. Details about different types of **plans** are provided in sections 4 and 5. In some cases, additional terms may apply and these will be shown in the 'your plan' section of your **contract confirmation letter**.

2.3 Finishing with your old supplier or suppliers

It's up to you to cancel, or terminate, any contracts and pay any outstanding amounts you have with any existing suppliers.

If you don't:

- they may not permit you to move your energy supply to E.ON;
- the transfer may be delayed.

2.4 Getting you up and running

We can only start providing **services** when we have successfully transferred your **premises** from your existing supplier.

We'll take all reasonable steps to complete your transfer to us:

- on the date agreed with you; or
- if no date has been agreed, within 21 days starting from the day after you've entered into a **contract** with us.

Your transfer could be delayed:

- if your current supplier objects to you changing supplier because you haven't properly cancelled, or terminated your **contract** with them;
- if your current supplier objects to you changing supplier because you owe them money;
- if we don't have all the information we need to complete the transfer despite taking reasonable steps to obtain it;

- for any other circumstances beyond our reasonable control.

We can cancel your **contract** if:

- we haven't managed to transfer your **premises** from your existing supplier or suppliers for reasons outside of our control;
- we have asked you for a **security deposit** and you have not paid it within 21 days, starting from the day you entered into a **contract** with us or by the date mentioned in any correspondence we send you in relation to a **security deposit**;
- after accepting our **contract** you fail our credit check and we haven't started supplying your **premises** yet; or
- you provide us with false or inaccurate information.

If your transfer is delayed, or we cancel your **contract**, for any of the above reasons, we will not be liable for any costs that you incur.

Section 3

Checking your credit status

3.1 When would credit checking apply to me?

If you're a new customer, or an existing customer adding **premises**, changing payment method or moving to a new **plan**, we may check your credit status to decide which – if any – of our **plans** and **services** to offer you.

3.2 Who does this affect?

If you're a partnership, this may involve checking all the partners. If you're another kind of unincorporated organisation, this may involve checking all your officers. If you are a limited company, this may involve checking all your directors.

3.3 What happens when we do a credit check?

First, we'll check our own records, and then we may ask one or more credit reference agencies to check their records about you, or your partners, officers or directors. If you have **half hourly metering** and you are a registered company, we will receive regular updates about you from our credit reference agency: these checks won't leave a footprint on your account.

The data that credit reference agencies hold includes information which is public, held by Companies House, from an electoral register and shared for credit and fraud prevention.

Other organisations lending you money or giving you credit will be able to see on the records at their credit reference agencies that we have run a credit check against you, or your partners, officers or directors.

3.4 Getting permission for a credit check with a credit reference agency

We will ask your permission before we do this.

If you're making a joint application or you tell us that you have a spouse, civil partner or other financial associate, we'll link your credit records together. You must be sure you have their agreement for you to disclose information about them to us before you give us permission to run the credit check.

Credit reference agencies will also link your records together and we (and others) may use these records for credit checking purposes.

3.5 Credit related information we collect about you

We record:

- any applications you make for **plans** and **services**, where credit is required
- how you conduct your account – including:
 - details of what you pay and when;
 - if you fail to pay a bill on time or in full;
 - any overdue amounts you owe us.

If you give us false or inaccurate information, we will also record this and may pass it to organisations involved in crime and fraud prevention.

3.6 How this information is used and shared

We share the information we record with credit reference agencies. They may share it with other organisations performing credit checks and other credit reference agencies.

We, credit reference agencies and others, may use the information to trace people or organisations which owe money, to recover overdue amounts and to prevent money laundering and fraud.

Records stay on file for six years after they're closed, whether the account was settled or not.

Details of the credit reference agencies we use can be found on our website at eonenergy.com/fairprocessing

For more information on how we handle your personal data, see section 14.

3.7 Your credit status may affect your contract

As a result of checking your credit status we may do any one or more of the following:

- cancel your **contract** (as long as we haven't started supplying your **premises**);
- increase the prices we offer you;
- require you to pay a **security deposit**;
- require you to use a specific payment method;
- specify how often you receive a bill or statement from us;
- require you to take your supply through a **prepayment meter**.

Section 4

For fixed price plans

4.1 When would this apply to me?

The most recent **contract confirmation letter** we sent you will show if you are on a **fixed price plan** and the period for which your prices are fixed.

4.2 About fixed price plans

If you're on a **fixed price plan**:

- we can prevent you switching to another supplier before the end date of your current **plan** and, if you've agreed a new **fixed price plan** but it hasn't started yet, the end date of that **plan**;
- your prices will stay the same until the **plan** end date, except in any of the situations shown in section 9.2;
- you can give us notice at any time on or before the **notice date** that you want to cancel, or terminate, your **contract** at the end of your **plan**. You can do this by:
 - calling 0345 301 5343
 - emailing smecontractterminations@eonenergy.com - please include your account number in your email
 - writing to Contract Terminations, PO Box 9042, Sherwood Park, Annesley, Nottingham NG15 0DR - please include your account number in the letter

4.3 The renewal offer letter

We'll send you a **renewal offer letter** around four months before your **plan** end date. If you haven't heard from us you can contact us on 0345 300 5665 and we'll send you another copy.

If you secured your **contract** with us through a **third party intermediary** (TPI) your TPI may also send you a renewal offer around four months before your **plan** end date.

Your **renewal offer letter** will provide your options for the end of your current **plan**. We will not automatically roll you over to another **fixed price plan**.

If you **haven't** already given us notice to cancel, or terminate, your **contract**, we'll tell you about the **variable price plan** we'll move you on to. Once you are on a **variable price plan** you will need to give us 30 days' notice if you want to switch to another supplier. You can find out more about **variable price plans** in Section 5.

If you **have** already given us notice to cancel, or terminate, your current **contract**, we'll tell you about the **out of contract prices** we'll move you on to if you haven't switched to another supplier after your **plan** end date. Once you're on **out of contract prices**, you can switch to another **plan** or another supplier at any time - although we may prevent you from switching to another

supplier if you have an **outstanding balance** on your account.

Your **renewal offer letter** may also offer you a new **fixed price plan**, and will tell you how you can accept this **plan** or contact us to discuss alternative **plans**.

If your account has an overdue amount and we have told you that we have applied to a court for a warrant to enter your property under the Rights of Entry Act 1954, we won't offer you a new **plan**; we'll move you to our **out of contract prices** at the end of your current **plan**, whether or not you have given us notice to cancel, or terminate, your **contract**.

Except where you have agreed to pay by fixed monthly Direct Debit, if £100 or more has been overdue on your account for 60 days or more when we send you **renewal offer letter**, the new **fixed price plan** we offer you will be higher than we'd offer if no amount was overdue. If you clear what you owe us you can contact us on the number shown in your **renewal offer letter** to get a better deal.

4.4 Your renewal options

Once you've received your **renewal offer letter**, you can choose to do any of the following:

- if we've offered you a new **fixed price plan** and you want to accept it you need to tell us by the date shown in your **renewal offer letter**. The letter will tell you how. We'll send you a new **contract confirmation letter** and your new **fixed price plan** will start the day after the end date of your current **plan**.
- if you want to discuss other options with us, for example a longer fixed term or a different **plan**, the letter will tell you how.
- if you want to switch to another supplier immediately following the end of your current **plan**, you must contact us to cancel, or terminate, your **contract** on or before the **notice date** using the contact details provided in your **renewal offer letter**. If you end your **contract** but we still supply you after the **plan** end date, you'll be charged at our **out of contract prices**.
- if you are happy with the prices and terms and conditions we've told you we will move you onto after your current end date, you don't need to do anything. We'll write to you around 10 days after your **notice date** to confirm you've been moved to the **variable price plan** or **out of contract prices**, as applicable.

You can still tell us you want to end your **plan** after the **notice date** providing you haven't already agreed a new **fixed price plan**. However we need at least 30 days' notice, therefore you will not be able to switch to another supplier until 30 days have passed. You will stay on your current **fixed price plan** until the **plan** end date and then we'll switch you to our **variable price plan** until the end of the notice period. If we still supply you after that time, we will charge you at our **out of contract prices**.

Section 5

For variable price plans

5.1 When would this apply to me?

If you've agreed a **variable price plan**, or you were previously on a 28 day **plan**, or you were on a **fixed price plan** and:

- didn't tell us on or before the **notice date** that you wanted to cancel, or terminate, your **contract**; and
- didn't agree another **fixed price plan** with us.

5.2 About variable price plans

If you are on a **variable price plan**, we can change your prices at any time. If we change your prices, we will tell you in advance.

If you're on a **variable price plan** with us, the **plan** will continue until:

- you agree a **fixed price plan** with us;
- you switch to another supplier;
- your supply is permanently **disconnected**;
- we give you notice that we are ending your **plan** - see section 7.4; or
- your **contract** is ended - see sections 7.5 and 7.6.

5.3 Your options

If you're on a **variable price plan** you can ask us at any time to quote you for a **fixed price plan**. You can do this by going to eonenergy.com/smequote or calling us on 0333 202 4647.

If you want to switch to another supplier you will need to give us 30 days' notice - see section 7.3 for more details.

Section 6

Changes to your premises

6.1 Adding premises

If you want to add **premises** to your **contract** you need to call us to get a quote. We may offer you a new quote for the **premises** or add this to your current **contract** at our discretion. If you do ask us to quote, then sections 2 and 3 will apply for your new **premises**.

If you want us to read the meter at your new **premises**, please give us 10 working days' notice of this change. Alternatively, call us on the day you become **responsible** for the new **premises** with an actual **meter reading**.

6.2 Moving in or out of premises

If you are moving out of the **premises**, you need to:

- give us a **meter reading** on the day you move out (not required if you have **half hourly metering** or **smart metering**);
- tell us who will be **responsible** for the **premises** in future; and
- tell us where to send your final bill. If you are a sole trader and have given us your home address, we may use that address to contact you about paying your final bill.

If we have reasonable grounds to believe that you, your officers or directors still have responsibility for the **premises** despite telling us that you have moved out, we may request additional evidence from you. If you are unable to provide that evidence within a reasonable amount of time we will assume that you are still **responsible** for the **premises** and this **contract** will continue. In addition, if we reasonably believe you have acted fraudulently and you agreed your **plan** after 30 March 2014, we may move you to our **out of contract prices** and take any other action we deem necessary.

If you want us to take a **meter reading** at either your old or new **premises** you will need to give us at least 10 working days' notice.

If you don't tell us that you've moved out of the old **premises**, you will still have to pay for the **services** until:

- we next obtain a **meter reading**; or
- we are able to confirm that another business is **responsible** for the **premises**.

We will add anything you owe to your account – if you have any **premises** left under your **contract** – or otherwise to your final bill.

Section 7

Ending your plan or contract

7.1 The difference between your plan and your contract

Your **contract** begins from the date we agree it with you and continues until we stop supplying you or until your **contract** is ended - see sections 7.5 and 7.6.

During your **contract** with us you may move from one **plan** to another - see sections 4 and 5. Your **contract confirmation letter** will show the terms that apply to that **plan**, except where we have made a change to your terms and conditions - see section 7.2, in which case the letter we send you will tell you about the revised terms and conditions that will apply when the change takes effect.

If your **plan** has ended for any reason and you have not started a new **plan** with us, your **contract** will continue and you will be charged at our **out of contract** prices.

This section explains how and when we can end your **plan** and how you or we can cancel, or terminate, your **contract** - and what happens afterwards.

7.2 Changing the terms and conditions of your contract

We may change these terms and conditions at any time. If the changes are significantly to your disadvantage, you can give us notice that you want to cancel, or terminate, your **contract** and switch to another supplier before the changes take effect.

You can do this by calling us when we **write** to you about the change, using the number on the letter. You must do this within 10 days of the letter's date. You'll then have 30 days from notifying us to transfer the **services** to another supplier, otherwise we'll apply the changes from the date they were due to take effect.

You won't be able to cancel, or terminate, your **contract** if:

- the change is due to any amendments to, or introduction of, government taxes or levies;
- we change how frequently you are billed or change your **smart meter** to the pay-as-you-go setting, because you've cancelled your fixed monthly Direct Debit, haven't paid us on time, or your credit status is not - in our opinion - satisfactory;
- we require you to pay for your energy through a **prepayment meter**;
- we require you to provide a **security deposit**; or
- the change is due to any of the circumstances listed in section 9.2.

7.3 Cancelling, or terminating, your contract and switching to another supplier

If you are in a **fixed price plan** and want to switch supplier when your **plan** ends, you need to give us notice to cancel, or terminate, your **contract**. The notice must be received by us on or before the **notice date**.

If you are in a **variable price plan** and you want to switch supplier, you need to give us 30 days' notice.

You can give us notice by:

- calling us on 0345 301 5343;
- emailing us at smecontractterminations@eonenergy.com - include your account number in your email; or
- writing to us at Contract Terminations, PO Box 9042, Sherwood Park, Annesley, Nottingham NG15 0DR - include your account number in your letter.

If you are in a **deemed contract**, you can switch supplier at any time.

If you are on our **out of contract prices**, you can switch supplier at any time providing you do not have an **outstanding balance** on your account.

We'll take all reasonable steps to help you complete your transfer by the date agreed with your new supplier or, where no date has been agreed, no more than 21 days from the day after you entered into a **contract** with another supplier.

We may delay or prevent you switching supplier if:

- the transfer date is before the end of your current **fixed price plan**;
- the transfer date is less than 30 days from the date you told us you wanted to end your **contract**;
- you have an **outstanding balance** on your account;
- you pay by fixed monthly Direct Debit and there is a debit balance on your most recent statement that has not been paid;
- the new supplier has told us that there has been a change of tenancy at the **premises** but we have reasonable grounds to believe this is not the case;
- you ask us to stop the transfer.

If you've given us notice but we still supply you after the **plan** end date or after the end of the notice period, these terms and conditions will still apply and we will charge you at our **out of contract prices**.

Out of contract prices are generally more expensive than any of our **plans**. We will tell you the price when we write to confirm receipt of your request to end your **contract**. The prices change from time to time, but we'll always advise you in advance of any changes to our **out of contract prices**.

7.4 When we can end your plan

We may end your **plan** or **de-energise** or **disconnect** your supply if:

- your actions (or failure to act on a reasonable request) cause us (or are likely to cause us) to be in breach of our electricity or gas supply licences or any other applicable legislation;
- you breach these terms and conditions; or
- we reasonably believe you have acted fraudulently.

We will endeavour to give you advanced notice but in some circumstances, for example where there is danger to life or property, we may **de-energise** or **disconnect** your supply without notice.

If we end your **plan** we will move you to our **out of contract prices** - in some cases we may also cancel, or terminate, your **contract** - see section 7.6.

If you are in a **fixed price plan** that was entered into before 31 March 2014, this section will not apply until after your current **plan** ends.

7.5 When your contract with us ends

Except under the circumstances in section 7.6, your **contract** with us won't end until:

- you've successfully transferred to another supplier; or
- your supply has been permanently **disconnected**.

Ending your **contract** won't affect any outstanding rights or obligations you or we have under it. If your energy usage is different from the figure we based your final bill on, we'll issue a revised final bill and you will need to pay all amounts due to us.

If you have a **smart meter**, you may lose some functionality when you switch to your new supplier.

Other than to meet our regulatory requirements, when you leave we won't pass on data from your **smart meter** to anyone else without your permission.

7.6 Specific situations when your contract may end

Where you:

- become bankrupt or insolvent; or
- materially breach the terms of your **contract**

we may cancel, or terminate, your **contract** after giving notice, **de-energise** or **disconnect** your supply and move you onto a **deemed contract**.

Your **contract** will also end if **Ofgem** nominates another supplier to provide electricity and/or gas to the **premises**.

7.7 Summary of when your plan or contract may end

When we can end your plan

If you are on a plan that was entered into after 30 March 2014.

We can end your **plan** and charge you at our **out of contract prices** if:

- your actions (or failure to act on a reasonable request) cause us (or are likely to cause us) to be in breach of our electricity or gas supply licences or any other applicable legislation – see section 7.4;
- you materially breach the terms of your **contract** (including, but not limited to, stealing energy, or deliberately damaging our or the **network operators'** equipment);
- we reasonably believe that you have acted fraudulently in claiming you are or will no longer be responsible for energy used at the **premises** - see section 6.2;
- you need to have **half hourly metering** installed and:
 - your **fixed price plan** has ended; or
 - we gave you notice to end your **variable price plan** and the notice period has ended.

When you can end your plan

There are no circumstances where you can end your **plan**.

When we can cancel, or terminate, your contract

If we agreed a contract with you but we haven't started to supply you yet.

We can cancel your **contract** and stop your transfer if:

- we have asked you for a security deposit but you haven't paid it within 21 days;
- you failed our credit check;
- you have provided us with false or inaccurate information;
- we haven't been able to complete your transfer for other reasons beyond our reasonable control; or
- you have told us you didn't agree a **contract** with us and we have no evidence that a **contract** was agreed with you.

See section 2.4 for more details.

If you are on a plan, or you are being charged our out of contract prices.

We can cancel, or terminate, your **contract** if:

- you commit a significant material breach (including, but not limited to, a breach that is capable of leading to us taking legal action, or persistent material breaches);
- you become bankrupt or insolvent;

- **Ofgem** nominate another supplier to the premises.

If we still supply you after your **contract** has been ended, you will be supplied under a **deemed contract** - see section 7.6.

If you want us to appoint your own metering agents.

We may cancel, or terminate, your **contract** and supply you on alternative terms.

When you can cancel, or terminate, your contract

If you are on a fixed price plan.

You can cancel, or terminate, your **contract** by giving us notice before the **notice date**. Your **contract** will end after your **plan** end date and when your switch to another supplier is complete. You will need to clear any **outstanding balance** on your account or we may prevent you from switching supplier. If we still supply you after the **plan** end date we will charge you at our **out of contract prices** - see section 4.2 for more details.

If you are on a variable price plan.

You can cancel, or terminate, your **contract** by contacting us at any time and giving 30 days' notice. Your **contract** will end after the notice period has ended and when your switch to another supplier is complete. You will need to clear any **outstanding balance** on your account or we may prevent you from switching supplier. If we still supply you after the end of the notice period we will charge you at our **out of contract prices** - see section 7.3 for more details.

If you are on any plan.

You can cancel, or terminate, your **contract** if:

- we tell you of changes to these terms and conditions that are significantly to your disadvantage by calling us within 10 days of the date of our letter. You will need to switch to another supplier within 30 days of your call and you will need to clear any **outstanding balance** on your account or we may prevent you from switching supplier. If we still supply you 30 days after your call we will assume you have changed your mind and will not terminate your **contract**. The changes we told you about will apply from the date stated in our letter - see section 7.3 for more details.
- we write and tell you that you need to install **half hourly metering** by calling us within 10 days of the date of our letter. You will need to switch to another supplier within 30 days of your call and you will need to clear any **outstanding balance** on your account or we may prevent you from switching supplier. If we still supply you 30 days after your call we will charge you at our **out of contract prices**. See section 13.3 for more details.

If you are on out of contract prices or a deemed contract.

You can cancel, or terminate, your **contract** by switching to another supplier at any time - your **contract** will end when your switch is complete. If you are on **out of contract prices** you will need to clear any **outstanding balance** on your account or we may prevent you from switching. See section 7.3 for more details.

Section 8

Who's who?

8.1 Who we are

Your **contract** is between you and E.ON Energy Solutions Limited for the supply of **services**.

Sometimes it's our parent company E.ON UK plc providing the **services** to you, and we are just acting as their agent. In this case, these terms and conditions still apply and references to 'we', 'us' or 'our' include E.ON UK plc.

8.2 Who is agreeing on your side

If you're agreeing to your **contract** on behalf of a limited company, partnership or other organisation, you confirm that you have the authority to do so.

If you are a sole trader, you confirm that you are aged 18 or over.

If you are a partnership or other unincorporated organisation, you and the other partners or officers will be jointly and severally liable under your **contract**.

8.3 Changing who's agreeing

Your **contract** is between you and us, and you can't transfer it to anyone else without our agreement.

We may transfer our rights and obligations under your **contract** to another company, but your rights under your **contract** will not change. You won't be able to cancel, or terminate, it just because we have transferred it to someone else.

8.4 Who else has rights under your contract?

We and your **network operator(s)** have rights under legislation and our licences, which we can use to enforce provisions in your **contract**.

Section 9

What you pay

9.1 What we'll charge you

Your situation

You haven't agreed any terms with us, so you have a **deemed contract**;

or you have materially breached these terms and conditions or become bankrupt or insolvent and we have cancelled, or terminated your **contract**

If you have agreed a **variable price plan**;

or if your **fixed price plan** has ended and you haven't given us notice on or before the **notice date** that you want to switch to another supplier

If you have agreed a **fixed price plan**

If we've ended your **plan** and we haven't agreed a new **plan** with you;

or if you have cancelled, or terminated, your **contract** but we still supply you.

What we charge you

Our deemed prices - which we'll write and tell you about when we know you've moved in, or you can find by visiting eonenergy.com/smedeemed

We can change these prices at any time - we will use reasonable steps to contact you in advance and will publish the revised rates at eonenergy.com/smedeemed

The pricing in the 'your plan' section of the **contract confirmation letter** we sent you.

Or, if we've changed your terms and conditions, the pricing shown in our letter notifying you of the changes.

We can change these prices at any time by giving you advanced notice - see section 7.2.

The pricing in the 'your plan' section of the most recent **contract confirmation letter** we sent you.

We won't change these prices before the end date stated in 'your plan' except in any of the situations in sections 9.2.

Our **out of contract prices**, which we will tell you about when you have given us notice to cancel, or terminate, your **contract** at the end of your **plan** or we have given you notice to end your **plan**.

We can change these prices at any time by **writing** to you in advance.

9.2 Specific situations when we can change your pricing

We can change your pricing if the information we based it on changes – for example:

- you move, add or remove **premises**;
- you change your payment method;
- you make changes to your supply;
- we find that the information you gave us is incorrect;
- you asked us to supply more than one **premises**, but we haven't been able to transfer all of them.

The amount you have to pay, or these terms and conditions, may also change as a result of changes to or the introduction of new laws or regulations, for example a change in the rate of VAT.

9.3 Additional charges

We can apply additional charges if:

- you change the design features of your connection;
- we supply you under a **CCL exempt product** - see section 13.5 for more details.

We will charge you a fee if:

- payment is made by credit card or debit card;
- your bank fails to honour your Direct Debit on the second attempt to collect a payment;
- your bank refuses to honour your cheque payment;
- you request a copy bill or statement.

Details of our fees can be seen at eonenergy.com/smeterms

We charge VAT at the standard rate for gas and electricity unless your business is entitled to receive the supply at the reduced rate of VAT which must be evidenced by the completion and submission of a valid VAT declaration.

CCL will be charged at the applicable rate. If the rate of CCL changes, the rate of the **CCL equivalent charge** will change by the same amount - see section 13.5.

We may charge you our reasonable costs if you damage or tamper with the meter on your **premises**, abort an installation, or obstruct a communications signal from a **smart meter**. We may also:

- end your **plan** and move you to **out of contract prices**; or
- **de-energise** or **disconnect** your supply.

If you owe us money that is overdue, we may charge you interest on that amount at 8% over the Bank of England base rate, plus up to £100 compensation in accordance with the Late Payments of Commercial Debts Act 1998.

Section 10

Bills and statements

10.1 What we send you

We'll send you a bill or statement for each billing period – as set out in the 'your plan' section of your **contract confirmation letter**.

Your bills or statements will include details of:

- your energy usage;
- what we have charged you;
- payments you have made to us (unless you have **half hourly metering** installed); and
- any payments you should make to us.

We can change how often you receive bills and statements from us by **writing** to you in advance.

10.2 Estimated bills and inaccurate information

If a **meter reading** or consumption data is:

- unavailable; or
- in our reasonable opinion, inaccurate;

we may need to base your bill on our reasonable estimate. You have to pay this bill.

If your bill has been based on inaccurate information, for example meter technical information, we will amend your account as soon as possible.

If we have estimated your bill and you then provide us with an actual **meter reading**, we will issue a revised bill to this latest **meter reading**.

10.3 If you don't agree with a bill or statement

Please contact us immediately by calling the number on your bill or statement. Any undisputed portion of the bill must be paid as set out in section 11 and you must inform us about the amount you dispute and your reasons for disputing this.

Section 11

Paying us

11.1 Paying us on time

Unless you've agreed to pay by fixed monthly Direct Debit, you need to ensure that your payment reaches our account within 14 days of the date on your bill or statement.

Information about how we calculate fixed monthly Direct Debits and how we deal with credits on your account can be seen at eonenergy.com/businessdd

If you pay by fixed monthly Direct Debit or bank transfer and your bank does not meet a payment because you do not have enough funds available, we may change your payment method immediately. You must make alternative arrangements to pay any overdue amounts on your account.

If we need to change the amount of your fixed monthly Direct Debit (for example if you start to use more energy or we change your prices) we will **write** and tell you, giving you at least 10 working days' notice.

If you have a **prepayment meter** and require a continuous supply, it's your responsibility to make sufficient payments to your account to ensure that you remain in credit at all times. If you don't, your supply may be interrupted until sufficient payments have reached your account.

We may charge you a fee for paying by certain methods or if your payment method fails - see section 9.3.

11.2 Security deposits

If we require you to pay a **security deposit**, we'll pay it back after 12 months providing there is no **outstanding balance** on your account and we haven't had to try to collect outstanding amounts from you within the last six months. Your **security deposit** can be used to pay overdue amounts on your account.

11.3 Discounts

In your **contract confirmation letter** we advise you if you're eligible for any discounts.

On eligible **plans** we give a discount for prompt payment if you pay your bill or statement within 14 days of the bill's date. We'll apply the discount to your next scheduled bill or statement. This discount doesn't apply to the final bill.

If you're on an eligible **plan** and choose to pay by fixed monthly Direct Debit, you'll receive an ongoing discount for paying by this payment method. We'll apply the discount to the bill or statement for each billing period, including your final bill.

If you're eligible for any discounts but your account falls into arrears, we can cancel any discount and move you to an alternative payment arrangement.

11.4 How we allocate the payments you send us

If you have **half hourly metering** installed we'll allocate your payment in accordance with your instructions. Otherwise we'll use the payments you send us to pay off the oldest part of the balance on your account first.

If we receive a payment intended to pay for more than one **service** or **premises**, we'll allocate this payment as notified by you on the remittance advice. If you haven't sent a remittance advice, our payments processing team will investigate and try to contact you to get your instructions about how to allocate the payment.

If you have agreed a payment arrangement with us, we may allocate payments to ongoing energy usage and repayments, in accordance with this arrangement.

If you're in credit for a particular **service** or **premises**, we may use this credit to pay off a debit balance on another part of your account or any of your other **premises** we supply.

11.5 If you don't pay

If you don't pay us, or refuse to pay a **security deposit** when we ask, we can:

- change how often we send you a bill or statement;
- change your **smart meter** to the pay-as-you-go setting where applicable;
- withdraw your discounts - see section 11.3;
- charge you a late payment fee - see section 9.3;
- charge you interest on your debt - see section 9.3;
- require you to pay for your energy in advance using a **prepayment meter**;
- **disconnect** your supply - in some cases remotely through your meter; and/or
- issue legal proceedings against you to recover any monies owed.

In these situations:

- we may charge you our costs, including our credit management costs, and
- you may still incur standing charges even if your **premises** are **disconnected** or you're not using any energy.

Section 12

Tracking your energy usage

12.1 Meter readings

Your energy supply will have a meter.

If you have a **smart meter**, in most cases we'll be able to read your meter remotely. We'll do this once a month, when we'll collect **meter readings** for each half hour in that month, unless you've told us you only want us to collect daily or monthly **meter readings**.

We'll also try to read your **smart meter** remotely when your prices change or you switch to another E.ON tariff. If you switch to another supplier we may read your meter remotely and send the reading to your new supplier, providing we have an agreement with them to do this.

If we can't obtain a reading from your **smart meter** we'll estimate your usage - see section 10.2.

If you don't have a **smart meter** we'll send a meter reader to your **premises** from time to time.

You can provide us with your own **meter readings** by going to eonenergy.com/smereadings or calling us on 0345 300 0065.

12.2 Faulty meters

If you suspect that your meter is faulty, you can arrange for it to be tested by calling us. You will be charged in advance for this visit - eonenergy.com/smeterms provides details of these charges. If the meter is found to be faulty, you will receive a refund for the price you paid to us for this visit within 28 days or as soon as practicable after that.

We may also arrange for the meter to be tested at our own cost.

Currently we're required by legislation to visit your **premises** to inspect and read your meter once every two years. We do, however, aim to do this more frequently. We're required to inspect **half hourly metering** once a year.

12.3 Metering agents

If you appoint your own metering agent:

- you must tell us
- we may need to supply you on alternative terms.

12.4 Fitting a smart meter

We are currently in the process of installing **smart meters** at **premises** we supply. You agree that, if we contact you to arrange to install a **smart meter** at your **premises**, you will allow us reasonable access to complete the installation without unjustifiable delay.

Section 13

Your energy supply

13.1 Changing the design features of your connection

If you want to install generating equipment – or modify or exceed the design features of your connection in other ways – you must:

- contact us;
- ensure that we have agreed to these changes;
- if we ask you to, also contact your **network operator(s)** and ensure that they have also agreed to these changes; and
- pay the costs that we – and your **network operator(s)** – have as a result of this.

13.2 Your electricity supply

For the characteristics of your electricity supply please refer to the National Terms of Connection which can be found at connectionterms.org.uk

13.3 Half hourly metering

If your average maximum monthly electricity demand at a **premises** exceeds 100kW in the three months of highest demand during the previous 12 months, we're required, under industry rules and to comply with our electricity supply licence, to ensure that you upgrade to **half hourly metering**.

If we need you to upgrade to **half hourly metering**, we will write and let you know. You can either:

- cancel, or terminate, your **contract** with us by contacting us within 10 days of the date of our letter, using the details provided in our letter, and switching to another supplier within 30 days of ending your **contract**; or
- arrange for your meter to be upgraded. Our letter will give you details of how you can do this.

If you cancel, or terminate, your **contract**

- we'll keep you on your current **plan** for 30 days from the date you tell us you are leaving, to allow you time to switch to another supplier. We may prevent you from leaving if you have an **outstanding balance**. If we still supply you with electricity at the **premises** after the end of the 30 day notice period these terms and conditions will still apply but you will be charged at our **out of contract prices**.

If you agree to arrange for your meter to be upgraded

- you'll need to arrange to upgrade to **half hourly metering**. We'll tell you how in our letter. In some cases you may have to pay for the upgrade. You will also need to agree an **authorised supply capacity** with your **network operator**.

- if you're on a **fixed price plan**, we'll keep you on that **plan** until the end date, which means your prices won't change except under the circumstances in section 9.2.
- if you're on a **variable price plan**, we'll give notice that your **plan** will end when your **half hourly metering** has been commissioned – the notice period will always be at least 30 days.
- you will need to agree a half hourly contract with us or another supplier to commence after the end of your current **plan**. If you don't, we'll charge you at our **out of contract prices** until your switch is complete.
- providing your meter has been upgraded, our corporate business team will normally contact you around 30-45 days before the end of your current **plan** to discuss what will happen after the end date.
- if your upgrade is not completed within a reasonable amount of time you will have caused us, or be likely to cause us, to be in breach of our electricity supply licence, in which case, except where the delay is due to our failure, the terms of section 7.4 will apply.

13.4 De-energising your electricity supply

If you wish to temporarily interrupt your electricity supply – for example, in the event of building works – you can ask us to do this.

If you ask us to do this, we will stop the flow of electricity from the distribution network to your **premises**. This is called **de-energising**. We will usually charge you our costs for doing this. If you're supplied by a **smart meter** we may **de-energise** your **premises** remotely.

Once your **premises** are **de-energised**, in most cases we'll charge you a daily standing charge, which we'll confirm in writing, until your **premises** are re-energised.

If your **premises** are still **de-energised** when your **renewal offer letter** is due we'll **write** to you as if you're still taking an energy supply from us, except that we won't offer you a new **fixed price plan** in our letter. If you don't respond to our letter, from the end date you'll be moved on to the **plan** or prices shown in your **renewal offer letter**. You'll continue on this **plan** or prices when your supply is re-energised unless you agree a different **plan** with us.

If your **premises** stay **de-energised** for longer than 12 months, we may permanently **disconnect** them from the distribution network. We will make an additional charge for this.

You will continue to be **responsible** for the **services** until your **premises** are permanently **disconnected** from the distribution network.

13.5 CCL exempt product

This section only applies to you if you are liable to pay **CCL**.

You agree that we can, from time to time, supply you with electricity under a **CCL exempt product**. This means that the electricity we supply you with is

certified as being from a **good quality CHP electricity** source or a **renewable electricity** source, therefore you will be exempt from paying **CCL**.

There is an additional charge for electricity supplied under a **CCL exempt product**, known as the **CCL equivalent charge**. This charge is the same as the **CCL** you would otherwise have been liable for, therefore the total amount of your bill will be unchanged. This means that if the rate of **CCL** changes, the rate of the **CCL equivalent charge** will change by the same amount.

If we have supplied you under a **CCL exempt product**, the **CCL equivalent charge** will be shown on a separate line on your bill.

If we have supplied you under a standard product and you are liable for **CCL**, the **CCL** will be shown on a separate line on your bill.

In some circumstances your bill may show both **CCL** and a **CCL equivalent charge**: this will be because you have only been supplied under a **CCL exempt product** for part of the period we have billed, and **CCL** is due on the remainder.

If your circumstances change we may need to stop charging you a **CCL equivalent charge** and may need to start charging you **CCL**. This will happen if you:

- move to a domestic tariff;
- switch to Smart pay-as-you go;
- have **half hourly metering** installed;
- apply for a full or partial VAT declaration; or
- provide us with a CCL exemption form.

If there is a change to the rate of **CCL**, your **CCL equivalent charge** will also be changed to be equivalent to the new **CCL** rate.

In accordance with the Finance Act 2000, Schedule 6, para 19(2) and 20A(3):

- a. In each averaging period as determined under the Finance Act 2000, Schedule 6, para 20B, the amount of electricity supplied by **good quality CHP electricity** will not exceed the difference between:
 - i) the total amount of **good quality CHP electricity** that, during that period, is either acquired or generated by us; and
 - ii) so much of the total amount as is allocated by us otherwise than to **good quality CHP electricity** supplied by us in the period.
- b. In each averaging period as determined under the Finance Act 2000, Schedule 6, para 20, the amount of electricity supplied by **renewable electricity** sources will not exceed the difference between:
 - i) the total amount of **renewable electricity** sources that, during that period, is either acquired or generated by us; and
 - ii) so much of the total amount as is allocated by us otherwise than to **renewable electricity** supplied by us in the period.

Section 14

Personal data

14.1 Contacting you

In order to service your account we may use personal data to contact you by various methods, including electronic communications such as e-mail, text and messages through your **smart meter**.

14.2 Servicing your account

We explain how we use your personal data for credit checking in section 3. We will also use your personal data (including information obtained from your **smart meter**) and data we obtain about you from third parties to **service** your account including:

- monitoring and recording communication for security and training purposes, for example to help us resolve queries or to help us check the quality of service we are providing to you;
- use of any automated scoring systems, which also use information from credit reference agencies;
- using your personal data to provide tailored energy efficiency advice.

If you are a sole trader and you have given us your home address, we may use this address to contact you about your **contract**. We will only do this if we are having problems contacting you at your business address, or if you have moved out of your business address and have not given us a forwarding address.

14.3 Sharing your personal data with others for servicing purposes

To ensure we keep our records accurate and up to date we will use information we obtain from different sources which will involve matching the data we hold about you with data third parties hold about you. This will include third parties that we are in partnership with and credit reference agencies.

We'll share your personal data with organisations who help us to service your account, for example to provide you with a Green Deal or enable you to monitor your energy consumption and compare it with similar businesses within your sector.

We will share your data with third parties where you have instructed us to or where others acting on your behalf have an interest, for example:

- with other suppliers where you wish to transfer supply;
- landlords or letting agents where you are moving house;
- financial associates where you are linked together on an account.

In order to provide **services** you have asked for we will share information with others named or linked on your account. This may include a business partner or employee or those paying the bill, or a **third party intermediary** working on your behalf with the required authority.

We will also share data on your account with third parties where we have identified a vulnerability and support is required, for example government departments, social services.

In order to cross check your details in relation to taking on a supply we will share information on your account including how you manage your account with us and whether there are any overdue amounts with credit reference agencies.

Where we or a third party suspect the property you are in is connected with a fraud we may share your information with other energy suppliers, landlords, housing associations or law-enforcement agencies.

We, credit reference agencies and others may use your personal data to trace people or organisations which owe money, to recover debt and to prevent money laundering and fraud.

We may transfer your debt to another organisation and give them details about you and the overdue amounts for the purpose of obtaining payment.

From time to time these other people or organisations may operate in countries that do not have the same standards of protection for personal data as the UK, but that E.ON have assessed as having reasonable security measures in place.

We will not share any personal data with social networking sites or other online media without your permission. If you share personal data with us or link your social media account with ours, we may use that data in accordance with this section 14. You are responsible for all personal data you share with us through social media.

14.4 Marketing

We will use your personal data to communicate advertising or marketing opportunities in line with your preferences (eg electronically or by mail or telephone), unless you have notified us that you do not wish to receive such information by one or more communication methods.

14.5 Sharing your data with others for marketing purposes

We will use your personal data for the purpose of marketing opportunities (including loyalty or incentives schemes run from time to time) that may be of benefit to you. As part of this we may share your personal data with affiliates, companies we are in partnership with and others in the E.ON Group in order to conduct data matching exercises. As a result of this, these selected third parties may also communicate advertising or marketing opportunities to you, unless you have notified us that you do not want to receive such information.

14.6 Research

We may use your personal data for research into market initiatives, including creating statistics, testing computer systems, analysing customer information and creating propositions and marketing opportunities (including using information about what has been bought from us and how it has been paid for). As part of this we may share your information with those in the E.ON Group, those we are in partnership with, government bodies, regulatory authorities, industry bodies and others associated with the energy industry where we are satisfied that there are satisfactory security measures in place.

14.7 Your rights

You are entitled to a copy of the personal data that we hold about you or to have any inaccurate information corrected. We may charge you a small fee for providing this to you. You can opt out of receiving marketing material from us or third parties, or receive more details of how we and credit reference agencies use your information by contacting us.

To contact us about any of the above please call us on 0345 055 0065, email us on business@eonenergy.com or write to us at E.ON Energy Solutions Ltd, PO Box 2010, Nottingham NG1 9GQ.

Section 15

General terms

15.1 Our liability to you

We and the **network operator(s)** are not liable for:

- any indirect or consequential losses – which may include pure economic loss, loss of profit, loss of business, third party costs, reduced goodwill and other similar losses.
- damage which is beyond our reasonable control however it was caused.

Our and the **network operator(s)** joint total liability to you in any calendar year (January to December) for any incident – or related series of incidents – is £100,000. This limit doesn't apply to death or personal injury.

15.2 This is a micro business contract

The Government licenses us to supply electricity and gas. Electricity and gas legislation and our supply licenses regulate how we operate with different kinds of customers. Some **small and medium enterprises**, also known as **micro businesses**, have special protection under our supply licenses. However, we treat all **small and medium enterprises** as **micro businesses**, which is why we call your **contract** a 'micro business consumer contract'.

15.3 Letters of authority

We will not discuss anything to do with your **contract** with a **third party intermediary** unless we have a valid **letter of authority** from you to do so. You can update your authorisation at any time by providing us with a new **letter of authority**. Any previous **letter of authority** will end when the new **letter of authority** becomes effective. You can cancel your **letter of authority** at any time by telling us in writing or by calling us.

Unless it specifically states otherwise, a **letter of authority** is valid from the date of agreement for a period of 12 months or for the duration of your **fixed price plan**.

15.4 National Terms of Connection – for electricity customers only

In the paragraphs below, your **network operator** is the company which manages the electricity **distribution systems** that supply your **premises**. We're 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 your **contract** 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, London SW1P 2AF
- phone 0207 706 5137; or
- see the website at connectionterms.org.uk

15.5 This is a customer contract

These terms and conditions are for the supply of electricity and/or gas to **premises** which you own and/or occupy. If you are not the owner and/or occupier of any of the **premises** you must tell us before entering into a **contract** with us and you will need to provide us with evidence that you are acting with the authority of the owner and/or occupier and in what capacity you are acting for them. We may offer to supply you under different terms and conditions.

15.6 Rights, liabilities and obligations after your plan ends

If you switch to a new **plan** with us when your old one ends, or if you move to **out of contract prices**, your **contract** with us and any rights, liabilities or obligations in it will continue. Your **contract** will only end under the circumstances in sections 7.5 or 7.6.

If you switch to another supplier, your supply is permanently **disconnected** or you are no longer **responsible** for supply at the **premises**, the rights, liabilities or obligations which have accrued prior to the end date shall not be affected.

15.7 Half hourly metering

These terms and conditions are not for **premises** with **half hourly metering**. Section 13.3 explains what will happen if we already supply you and we identify that you need to have **half hourly metering** installed.

15.8 Your other rights and the law that applies to your contract

Your rights under the law (your statutory rights) are not affected by your **contract**. Your **contract** is made under the laws of England and Wales for supply in England and Wales, and by the laws of Scotland for supply in Scotland.

15.9 Safety and emergencies

You have to allow access to your **premises** to the **network operators** or any person that we authorise, even if there isn't an emergency.

15.10 Dealing with emergencies – for gas customers only

In a gas emergency, we or the **network operator** may need you to stop using gas.

Where your gas usage exceeds 732,000kWh per year, you must provide us with named contacts and telephone numbers to enable access 24 hours per day. You must notify us immediately if these change.

Section 16

Glossary

In these terms and conditions, our **renewal offer letters** and **contract confirmation letters** that we send you, we use particular words and phrases to have particular meanings. These are the meanings they take:

Authorised supply capacity

The agreed maximum capacity that a customer with **half hourly metering** is authorised to take from the local electricity network, measured in kilovolt-amperes (kVA).

CCL equivalent charge

An amount calculated by multiplying your total electricity consumption in the billing period with the current applicable **CCL**.

CCL exempt product

A supply of energy from either **good quality CHP electricity** or **renewable electricity** which, in accordance with the Finance Act 2000, Schedule 6 partially or wholly exempts the consumer receiving that supply from **CCL**.

Climate Change Levy (CCL)

A tax on business electricity and gas supplies introduced in the Finance Act 2000.

Combined Heat and Power (CHP)

This is the on-site generation of electricity where the heat produced as part of the generation process is also used on the site, which makes it more energy efficient than traditional forms of generation.

Contract

Except where this is a **deemed contract**, the **contract** between you and us is made up of:

- these terms and conditions
- the prices and any additional terms and conditions show in the 'your plan' section of the **contract confirmation letter** we sent; and
- any subsequent letters changing prices or other terms of your **contract**.

Where this is a **deemed contract**, the **contract** between you and us is made up of these terms and conditions and our deemed prices, as explained in section 1.

Contract confirmation letter

A letter sent to a customer who has accepted our offer of a **plan**, or who has not responded to a **renewal offer letter** on or before the **notice date**. A **contract confirmation letter** confirms the prices and terms and conditions that apply.

Deemed contract

Where we supply energy to **premises** without there being an agreed **contract** between you and us, that supply is taken under a **deemed contract** in accordance with legislation.

De-energise

Where an electricity supply is temporarily interrupted so that electricity cannot flow from the network to the **premises**, but it's not permanently **disconnected**.

Disconnected/disconnected/ disconnection

The permanent removal of a meter, cabling and service from the property. This permanently removes the supply.

Distribution system

The network used to transport power from the national transmission grid to customers' **premises**.

Fixed price plan

A **plan** where the prices we charge for a supply of electricity or gas are fixed for a period of time. Prices on a **fixed price plan** can still change in certain situations - see section 9.2.

Good quality CHP electricity

Qualifying CCL exempt electricity in accordance with the Finance Act 2000 Schedule 6 Para 20(A), produced by CHP generation and meeting the CHPQA criteria by the Department for Environment Food and Rural Affairs.

Half hourly metering

A meter and associated equipment that measures electricity consumption every half hour and sends the data electronically to your supplier.

Letter of authority

A signed letter on your business' headed notepaper, or a verbal recording by an authorised party which grants authority for a **third party intermediary** to act on your behalf in relation to this **contract** and/or your energy supply.

Levy exemption certificate

A certificate issued by **Ofgem** as evidence that electricity was produced from a qualifying **good quality CHP electricity** or **renewable electricity** source and therefore is not liable for CCL.

Meter reading

A measurement, in units of energy, recorded on a meter used to calculate consumption over time.

Micro business

A type of **small and medium enterprise** which:

- employs fewer than 10 employees (or their full time equivalent) and has an annual turnover or balance sheet of less than €2,000,000; or
- uses not more than 100,000kWh of electricity a year across all its sites; or
- uses not more than 293,000kWh of gas a year across all its sites

Network operator

The **network operator(s)** are the companies which manage the electricity and/ or gas **distribution systems** that supply your **premises** from the grid.

Notice date

The date by which you have to tell us that you want to switch supplier at the end of your **fixed price plan** and avoid being moved to a **variable price plan** or being charged at our **out of contract prices**. To find the **notice date**, go to the 'your plan' section of the **contract confirmation letter** for your current **plan**.

Ofgem

The UK energy regulator, established by legislation. For more information go to ofgem.gov.uk

Out of contract prices

The prices we charge after a **plan** has been ended by you or us and no new **plan** is agreed. These prices are typically higher than our **plan** prices. These terms and conditions will continue to apply.

Outstanding balance

Where:

- the method of payment is pay on receipt of a bill and the balance on the account has been overdue for more than 14 days after we sent you a bill; or
- a fixed monthly Direct Debit has been set up to pay for energy, and;
 - the debit balance on the account is more than one month's Direct Debit payment or
 - there has been an unpaid Direct Debit in the last three months and there is a debit balance on the account.

Plan

Terms and conditions that determine the prices you will pay for the energy we supply you with and the duration you will pay them for. **Plans** are either **fixed price plans** or **variable price plans**.

Premises

Premises are the location or locations which you are **responsible** for where we supply the **services**.

Prepayment meter

A meter which requires payment before supply can be taken. This includes **prepayment meters**, pay-as-you-go (PAYG) meters and **smart meters** in the PAYG setting.

Registered supplier

The supplier registered as the official supplier of energy to the **premises**. For electricity the details are held with the Meter Point Administration Service (MPAS), for gas the details are held with Xoserve.

Renewable electricity

Qualifying CCL-exempt electricity in accordance with the Finance Act Schedule 6 Para 19, produced from renewable sources as listed in Regulation 47 of the Climate Change Levy (General) Regulations 2001.

Renewal offer letter

We'll send you a **renewal offer letter** to propose pricing and other commercial terms and conditions to you after your **plan** end date, and the **plan** or prices that will apply if no new **plan** is agreed.

Responsible

For a tenant or occupier, you're **responsible** for **premises** from the start date of your lease – or the date you occupied the **premises** if this is earlier. For a landlord or owner, you're **responsible** for **premises** when there is no tenant or occupier **responsible**, including when they are vacant or a tenant has just moved out.

Security deposit

A sum of money paid to us, which forms part of your commercial terms. **Security deposits** are paid back when you leave us or after a set period of time when certain conditions have been satisfied.

Service/services

The supply of energy (gas and/or electricity) and other related **services**, such as **smart metering** or us routing electricity you generate to the National Grid.

Small and medium enterprise (SME)

A customer who typically has less than 20 sites and uses less than 1 GWh of electricity through non **half hourly metering** and/or less than 1.5 GWh of gas each year.

Smart meter/smart metering

Smart metering is a service – using specialist equipment installed onsite – through which we can take reads and consumption data from your meter remotely without visiting your **premises** and, in many cases, switch your energy supply on or off remotely.

Third party intermediary (TPI)

An energy broker or energy consultant who provides price comparison, energy contract advice and in some instances utility management to businesses. In most instances, charges for **services** provided to you by third party intermediaries will be included in your energy rates. Speak to your **third party intermediary** for more details, where applicable.

Variable price plan

A variable electricity **plan** or a variable gas **plan**. The prices we charge for supply of energy on a **variable price plan** may go up or down. A **variable price plan** does not have an end date; 30 days' notice is required to end the **plan**.

Welcome pack

We send a **welcome pack** to all new customers who have accepted a quote from us and to any **premises** where we are the **registered supplier** which has a new person **responsible** for them.

Working days

Any day except Saturdays, Sundays and public holidays in England and Wales.

Write/writing/written

We may write to you by e-mail if you have agreed to receive a communication in that way, or where we are responding to an e-mail from you.

