

SME Terms & Conditions

This **contract** is between us, Extra Energy Supply Ltd and you, our customer.

At a glance:

*These terms and conditions apply where you are using gas or electricity (or both) that we supply, unless we say otherwise in this **contract**. If you have any questions about these terms, email us at enquiries@extraenergy.com or you can contact us direct.*

These terms and conditions apply to all **sites** which we supply with gas or electricity (or both) where you are using the gas or electricity (or both) totally or mainly for non-domestic purposes (including **sites** under a **price arrangement, out-of-contract sites** and **deemed sites**).

However, these terms and conditions do not apply if our domestic or large and multi-**site** terms and conditions for gas and electricity apply to you.

This will be the case if:

- a. you are using the gas or electricity (or both) totally or mainly for domestic purposes, in which case you must tell us as we may need to have a separate **contract** with you for domestic supply; or
- b. for electricity, your business **site** is supplied through a half-hourly **meter** or, for gas, you use more than 732,000 kilowatt hours (kWh) of gas each year. Our large and multi-**site** terms and conditions for gas and electricity supply will apply in these circumstances.

If your circumstances change so that either of the above terms and conditions start to apply to you, you must tell us immediately and we will discuss a suitable course of action with you.

If there is any difference between these terms and conditions and any other **contract** document between us, including your **contract details**, these terms and conditions take priority, unless we have agreed otherwise in writing with you.

Certain words used in these terms and conditions are highlighted in bold because we have given them specific meanings. These meanings are set out in the glossary at the back of these terms and conditions. The glossary also contains an explanation of how you should interpret certain words or phrases in these terms and conditions.

1.0 This contract

At a glance:

*This **contract** is for the supply of gas and / or electricity at your site(s) and is covered by the terms and conditions of this **contract**. This **contract** will start when you agree the **contract details** or when you move in and take supply at a **site**.*

- 1.1 We agree to provide gas or electricity (or both) at your **sites** under the terms and conditions of this **contract**. You agree to take the gas or electricity (or both) we supply, and by using the gas or electricity we supply you agree to the terms and

conditions of this **contract**.

- 1.2 Your **contract** for any **site** will start with us as soon as:
 - a. you and we agree (including over the phone) the **contract details** for that **site**; or
 - b. any of the following applies for a **site** that we already supply:
 - i. You move in and you take supply from us at that **site**.
 - ii. Your tenants move out of the **site**.
 - iii. You take or have responsibility for the **site**.
 - iv. A **contract** is treated as existing between us for any other reason (for example, if **Ofgem** says that a **contract** is 'deemed' to exist).
- 1.3 You agree that we may check your credit score before this **contract** starts, before the start of a **pricing period** and at other times during this **contract**. If we have already agreed with you that we will supply any **site** with gas or electricity (or both) but we are not happy with your credit score, we will tell you. In these circumstances:
 - a. we may ask you to pay a security deposit or provide a guarantee or another form of security as described in clause 4; or
 - b. we may, if we do not already supply the **site**, choose not to take over the supply at your **site** for any reason (including if you do not pay the security deposit or provide the security we ask for). We may also stop any registration processes to transfer your supply to us (in which case this **contract** will end immediately for that **site** and the **site** will stay with its previous supplier).
- 1.4 You and we will agree **contract details** for each **site** that we supply. If we do not agree **contract details** for a **site** and if any part of the clause 1.2(b) applies to that **site**, we will work out our **charges** in line with clause 2.3 until you and we agree **contract details** for that **site**. If any part of clause 1.2(b) applies to your **site**, you must contact us immediately so we can agree **contract details** for that **site** with you. If you do not agree the **contract details** for that **site**, you may be paying more than you need to.
- 1.5 If we do not already supply a **site** when you and we agree this **contract**, we will usually start to supply you within 21 days of the day after we agree the **contract details** with you. We will tell you the precise date when we know it. If we have specifically agreed with you that you may cancel your **contract** with us (for example, if we tell you that you may cancel within the first 10 days after we agreed the **contract details** with you), the 21-day period will start on the day after the cancellation period ends. It may take longer than 21 days after the date of this **contract** for us to start supplying you if you ask for the transfer to take place over a longer period, or if we have difficulties taking over the supply from your previous supplier. For example, this can apply in the following circumstances:
 - a. Your old supplier prevents us from transferring the supply.
 - b. We do not have all the information we need from you to take over the supply and:
 - i. we have taken reasonable steps to ask you for the information and you have not provided it or the information you have provided is incorrect; and

- ii. we cannot easily get that information from any other source.
 - c. You are connected to a private gas or electricity network and:
 - i. a physical connection needs to be made to the distribution network for gas or electricity (or both) and that connection has not been made yet; or
 - ii. your old supplier has told you about the way your metering needs to be arranged to allow another supplier to start supplying you and your metering has not yet been changed to allow this.
 - d. You do something that prevents us from taking over the supply.
 - e. **Ofgem** prevents us from supplying you.
 - f. We cannot supply you for some other reason which we have no control over and where we have taken all reasonable steps to resolve this.
- 1.6** By taking the supply or agreeing **contract details** for a **site**, you:
- a. confirm that you own or use each **site** and that it is connected to mains gas or mains electricity (or both) or connected through another connection to mains gas or mains electricity (or both);
 - b. agree that if you owed us any money before the date this **contract** started (for any of your **sites** we supply, including for a **deemed site**), you will also owe to it us under this **contract** and you will have to pay any money you owe us;
 - c. agree that we are responsible for delivering the supply from outside a **site** to the **meters** and that you are responsible for the gas or electricity (or both) from the **meters** into your **site**;
 - d. agree that if you are a partnership, we may claim any money you owe us under this **contract** from you, any of your partners or all of you;
 - e. confirm that the gas or electricity (or both) at any **site** is used totally or mainly for non-domestic purposes;
 - f. confirm that your previous supplier has no reason to object to you transferring your supply to us, and you agree that you will pay any **charges** you owe your previous supplier that are transferred to us (for example, transportation or distribution **charges** for supply of gas or electricity (or both) to your **site**), together with any of our and your last supplier's administration **charges**;
 - g. agree that you will not take an alternative supply of gas or electricity (or both) from any other supplier at any **supply point** at any **site** while that **site** is covered by an active **pricing period** under this **contract**; and
 - h. you will give us the evidence we reasonably ask for to allow us to check your identity as our customer. This could include your passport or driving licence, other utility bills or your tenancy agreement for the **site**.

Clauses 1.6 (f) and (g) do not apply to a **deemed site**.

- 1.7** You agree to tell us immediately if, at any time during this **contract**, you either become or stop being a **micro-business**. We will not end this **contract** with you as a result of you being, becoming or no longer being a **micro-business**. However, we may still end this **contract** if any of the circumstances described in clause 10.7(a) apply to you. You are a **micro-business** if:
- a. you have asked us to supply you with electricity and you do

not use more than 100,000 kWh of electricity a year; or

- b. you have asked us to supply you with gas and you do not use more than 293,000 kWh of gas a year; or
- c. you have fewer than 10 employees (or their full-time equivalent) and your yearly turnover or yearly balance sheet total is not more than £2 million.

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

2.0 Charges

At a glance:

Our prices may include a standing charge which will apply even if the site is empty. If you have not agreed prices with us, our out-of-contract rates or deemed prices will apply. We will give you a discount if you agree to pay by direct debit. We can charge you extra for any extra costs that we have to pay due to something you have done, or where you ask us to provide you with extra services. We can charge you for costs related to transportation and distribution of gas or electricity (or both) to your site and meter charges. VAT and CCL will be added to your charges if these apply. You need to send us a completed VAT certificate, if this applies. You need to send us a completed PP11 form, if this applies.

- 2.1** You agree to pay us for supplying gas or electricity (or both) and for other **charges** which apply under this **contract** (such as those described in clause 2.5).
- 2.2** Unless this clause or clause 12 says something different, our prices for supplying each **site** are set out in the **contract details** for that **site**. We base our **charges** on the amount of gas or electricity we supply, worked out in kilowatt hours. Our prices may also include a **standing charge**. We will tell you the amount of **standing charge** which applies to your **site**. The **standing charge** will be set out in your **contract details** and will be payable even if your **site** is empty. If you agree to pay by direct debit we will give you a discount.
- 2.3** We will work out our **charges** for any **deemed site** based on our **deemed prices** until we agree to a new **price arrangement** for that **site** or a different supplier takes over supply to that **site**. **Charges** based on our **deemed prices** may be higher than the **charges** under a **price arrangement**. We will change the **deemed prices** from time to time. You can see our current **deemed prices** at: www.extraenergy.com. You can contact us to discuss a **price arrangement** for that **site**.
- 2.4** This **contract** will continue to apply to the **site** if you and we have agreed a **price arrangement** for any **site** and:
- a. the **price arrangement** for that **site** has ended; or
 - b. if we have ended the **price arrangement** for that **site** in line with clauses 4.2, 10.7(b) or 12.3(c).

The **charges** we will apply in those circumstances will be based on our **out-of-contract rates** for as long as there is no **price arrangement** in place or until a different supplier takes over supply to that **site**. **Charges** based on our **out-of-contract rates** may be higher than the **charges** under a **price arrangement**. You can see our current **out-of-contract rates** at: www.extraenergy.com.

- 2.5** We may also charge you for extra items that are not set out in your **contract details**. These may include:

- a. our reasonable costs of trying to get back money you owe us or if you break any of the terms and conditions of this **contract**, including administration and third-party costs (for example, our cost of sending an agent to your **site** in connection with any money you owe us) or our reasonable costs where an attempted payment fails;
 - b. our reasonable costs of stopping, disconnecting or reconnecting your supply;
 - c. our costs for transporting or distributing gas or electricity to the **site** (as far as these are not included in the **price arrangement** we and you have agreed);
 - d. a charge for **meters**;
 - e. our reasonable costs if you fail to keep an agreed appointment with us or our agents at a **site**;
 - f. our reasonable costs if you interfere with your gas or electricity **meter** or steal gas or electricity;
 - g. our reasonable costs if you prevent us or our agents from reading or working on your **meter**;
 - h. our reasonable costs of transferring a **site** back to your old supplier, where you no longer own or use the **site** you have told us to supply;
 - i. reading your **meter** when you ask us, if this is more often than we are obligated to;
 - j. making and sending copies of any documents we have already given you; and
 - k. any amounts that, by law, we have to include in your bill (for example, if the Government introduced a scheme for customers to pay for energy efficiency measures through their energy bills).
- 2.6** If your **meter** also supplies other addresses or any parts of a **site** that you do not own or use, you must tell us about it. You will be responsible for paying us for all the gas and electricity that is supplied through your **meter**, even if it is used at the other addresses or other parts of the **site** unless we have agreed otherwise with you in writing.
- 2.7** You must tell us if a tenant or occupier moves into a **site** and send us details of the tenant and **meter** readings for the relevant **supply points**. You will be responsible for paying for the gas and electricity that is used at your **sites** unless a tenant or occupier that we have authorised has taken over responsibility for the **supply point**.
- 2.8** We have the right to charge you for extra services you ask for. We will tell you about these before we give you the service.
- 2.9** If they apply, you must pay UK taxes and duties, including **VAT** and climate change levy (**CCL**) at the appropriate rates, on our prices and other **charges** in line with the existing legislation. We will add these amounts to your bills.
- a. We will charge you **VAT** on supplies of gas or electricity (or both) to the **site**. This will be at the standard rate unless the following apply:
 - i. You send us a completed, valid **VAT** certificate that shows you do not have to pay for gas and electricity at the standard rate of **VAT** at the **site**. If you do this, we will charge you **VAT** at the appropriate reduced rate on all or part of your supply that is eligible for the reduced rate of **VAT** as shown by the percentage you declare on your **VAT** certificate. If you tell us that the reduced **VAT** rate applies to you and you ask us for a copy of a blank **VAT** certificate, we will send you one for you to fill in and return to us.
 - ii. The supply to your **site** is below certain limits (see below). If this is the case, we will automatically charge **VAT** at the reduced rate.
Below certain limits means where we do not supply you with more than 4397 kWh of gas every month or more than 1,000 kWh of electricity every month at the **site**.
 - b. We will charge you **CCL** on the gas or electricity (or both) you use, unless:
 - i. **CCL** does not apply (because the reduced rate of **VAT** (see clause 2.9(a)) applies to the supply at the **site**); or
 - ii. you qualify for an exemption or discount from the full **CCL** rate (in line with schedule 6 of the Finance Act 2000). If you are eligible for an exemption or discount from the full rate of **CCL** (unless the exemption relates to the supply of **renewable-source electricity** or **CHP electricity** as set out in your **contract details**), you must send us a completed PP11 form (or any other document that replaces the PP11 form) at least 10 days before the start of the **supply period**. You can get the PP11 form from HM Revenue & Customs. If you send us a completed PP11 form after we have started to supply your **site** with gas or electricity, by law there is a maximum period for which we can apply any appropriate exemption or discount to gas or electricity we supply to your **site**. This means that we can only apply the exemption or discount to gas or electricity we have supplied to you, at the **site**, from the date which is four years before the date on which we receive the form.
 - c. We will not be legally responsible to you or anyone else if we have not charged you enough **VAT** or **CCL** because of incorrect information you have given us or a fact in any documents you send us is incorrect. If this happens, you will have to pay the difference to us if we demand on an invoice, or directly to HM Revenue & Customs if they demand.
 - d. If you have sent us a **VAT** certificate or PP11 form, it is your responsibility to tell us if the purpose that you use gas or electricity for at your **site** changes.

3.0 Payment and billing

At a glance:

You must pay your bills by the date shown on the bill. We may charge you for late or non-payment. We may send you an estimated bill if we can't get an actual meter reading. We may charge interest and fixed late-payment charges on any amounts you owe us. To find out about our debt management service, visit www.extraenergy.com

- 3.1** We will send you bills at the intervals we agree with you in your **contract details** (for example, every month or every three months), which may be based on actual **meter** readings or an estimated **meter** reading. You must tell us if:
 - a. you haven't received a bill in line with the billing intervals we agreed;
 - b. your bill is unusually high or low; or
 - c. there is any change in your circumstances that may lead to changes in the amount of energy you use.
- 3.2** You must pay the money you owe in full by the payment due date shown on the bill.
- 3.3** You should include with your payments enough information so

that we can use your payments to pay off your account. You must include, at least, your account number or invoice number with **site** details. If you make a payment without this information, we may place it into a holding account until we have the information we need.

- 3.4** We may use any money you pay us, any money we owe you or any security deposit you have paid, to pay off what you owe under this **contract** or any other arrangement. When you make a payment, we will decide how we apply it against any part of your outstanding balance. For example, we may pay the oldest amounts you owe us first even if you have told us that the payment relates to another amount you owe us.
- 3.5** If you pay a fixed amount by direct debit, we may change the amount you pay and when you pay it, depending on how much electricity or money. We will tell you before we make changes.
- 3.6** If you disagree with any amount we have charged you, you must tell us immediately. You agree to pay your bill for amounts which you do not disagree with and for any bills we send you afterwards.
- 3.7** Even if you disagree with the amount we have charged you, you must pay us either 75% of the full amount shown on the bill or the undisputed amount (whichever is higher) by the date you are due to pay us. If we agree with you that we have charged you too much and we owe you any money, we will add that money to your supply account with us as soon as we can. If you still disagree with our decision, you can take legal action. See clause 16 for more information on the process to deal with disputes.
- 3.8** If we decide you have no valid reason to disagree with the bill and you owe us the rest of the money shown on the bill, we will tell you about this. You must pay us within 10 days from the date we tell you about our decision, even if we raise a new bill for the outstanding amount and the new bill shows a different payment due date. We may also charge you interest from the due date shown on the original bill you disputed.
- 3.9** If you do not pay your bill by the date shown on the bill, we may, among other things we can do under this **contract**, charge you:
- fixed-sum **charges** (in line with the Late Payments of Commercial Debts (Interest) Act 1998); and
 - interest (on amounts you do not disagree with) at 4% above Lloyds Bank's base rate from the day after the bill was due.
- 3.10** If any of the bills we sent you were not accurate, we will send you a new bill, which you must pay by the due date on that new bill. This clause will still apply after this **contract** ends and after we have sent a final bill to you.

If you are having financial difficulties, visit our webpage www.extraenergy.com for information on our debt-management services or call us on **08451 400 251**.

4.0 Security deposit

At a glance:

We can ask you to pay in different ways depending on your credit rating (for example by direct debit).

- 4.1** If we are not happy with your credit standing or we believe that you may not be able to pay your bills on time in full, we may, at any time:
- ask you to pay in a different way (for example, by direct debit instead of cash or cheque);
 - ask you to pay us a security deposit or to increase any security deposit that we already hold for you;
- ask you to arrange for a guarantee in the format we request from your parent company or from one or more directors, shareholders or members, confirming that they will be responsible for any amounts due under this **contract**;
 - ask you for any other form of security; or
 - charge you different prices (to reflect the risk to us).
- 4.2** If you do not agree to pay the different prices, pay us in the way we ask, pay the security deposit or arrange the requested guarantee or security by the day we have asked, we have the right to end any **price arrangement** that already exists, which will then end automatically on the day we tell you it has ended. If this happens, clause 2.4 will apply.

5.0 Meters and access

At a glance:

*You agree to give us a **meter** reading in line with clause 5.2(c). You can email us your **meter** reading at: www.extraenergy.com. You must allow us access to your **meter** and you must not tamper with it or damage it.*

- 5.1** We will make any arrangements we need to provide a **meter** at each **site** and you agree to co-operate with those arrangements unless we agree other arrangements with you (for example if we agree with you that you will provide your own **meter**). If we do agree other arrangements with you, you will pay us for any reasonable costs or expenses that arise from those arrangements and you agree that we have no legal responsibility if you provide your own **meter**.
- 5.2** In terms of **meters** generally, the following will apply:
- We may ask you for a **meter** reading before we start supplying your gas or electricity.
 - If we do not get an actual **meter** reading for the date we start supplying you with gas or electricity, we will estimate a reading based on how much gas or electricity was previously being used at the **site**.
 - You should provide **meter** readings as often as you are reasonably able (for example, once a month) to help us bill you accurately. You must give us a **meter** reading at least once every year or more frequently if we ask you to.
 - We will take all reasonable steps to reflect an actual **meter** reading in your next bill unless clause 5.2(e) or (f) applies.
 - If you give us a **meter** reading that falls outside our reasonable estimation of your use, we may not be able to use your **meter** reading. If this happens, we will take all reasonable steps to contact you to ask for a new **meter** reading. If we still have a good reason to believe that the **meter** reading you have provided is not accurate, we will tell you that we are not able to use the **meter** reading you provided and we may then use an estimated **meter** reading. You must tell us if there are any unusual circumstances which might have affected your use, for example if your **site** was closed.
 - We also have the right to use a different **meter** reading from the one you give us if the reading we take is different.
 - If you disagree with a **meter** reading we have used (either an actual **meter** reading or an estimated reading), you must tell us within 30 days of the bill which has been worked out using that **meter** reading.
 - We are not responsible for any faults in a **meter** or other fitting that we do not own or provide.

- i. You must not damage or interfere with the **meter**. If you do, we will charge you our or our agents' reasonable costs to visit a **site** and carry out any work that needs doing to the **meter**. We will also charge you if we think you may have interfered with the **meter** to steal gas or electricity. In those circumstances we can also prosecute.

5.3 When we ask, you must let us, our agents, the **transporter** or **network operator** visit each of your **sites** to inspect the **meter**. You must make sure it is safe to visit your **sites**.

You must allow these visits to your **sites**:

- a. for any reason that relates to your supply or **meter**, pipes or wires (this includes reading, inspecting, repairing, exchanging, testing, installing, isolating or removing a **meter** or stopping your supply);
- b. if we need to inspect or test a **meter** or connection we do not own or have not provided, to check it is safe and gives accurate readings or make sure it has not been tampered with (you agree to pay our reasonable costs if we need to do this);
- c. if there is a danger and we need to arrange for your supply to be turned off;
- d. if there is an emergency;
- e. if at any time we need to make any changes relating to or resulting from the supply (for example if we need to change the pipes connected to the **meter** or the type of **meter** you use);
- f. if we have stopped supplying your **site** and we want to collect any **meter** that belongs to us; or
- g. if we need to visit for any other reason and can do this legally.

5.4 If you or we think that the **meter** is not correctly recording the gas or electricity you use, we will choose a qualified person to test it. If the test shows that the **meter** is not recording information correctly (because it is outside the 'limits of error' set by **industry agreements**), we will replace or repair the **meter** as soon as is reasonably practical. If this happens, we will pay the costs involved in replacing the **meter**.

5.5 If we ask for the test, we will pay for it. If you ask for the test, you must pay for it before we carry it out. If the test shows that the **meter** is not correctly recording the gas or electricity you use, we will refund the amount you paid for the test. If the **meter** is working properly, we will not refund you the amount you paid for the test. If the test shows that the **meter** is not working properly or that you have paid for more gas or electricity than you should have, we will pay you back the amount you have overpaid.

6.0 About your supply

At a glance:

We can cut off your supply for the reasons listed in clause 6.1. We can stop you from switching your supply to another supplier for the reasons listed in clause 6.3.

- 6.1** If we or any legally authorised third party (for example the **transporter**) asks you to stop or limit the amount of gas or electricity you use at a **site**, you must do everything you can to do so straight away. Your supply may be stopped or limited if:
 - a. we believe somebody's life or property may be in danger;
 - b. you do not pay your gas or electricity bills by the due date;

- c. **Ofgem**, the **transporter** or the **network operator** tells us to do so;
- d. we believe it is necessary and any energy laws or **industry agreements** allow us to do so;
- e. circumstances that we have no control over prevent us from supplying you (although we will take reasonable steps to keep supplying you);
- f. we believe your **meter** is not set up properly or is unsafe (including if we have not been able to read a **meter** that you have provided or if we believe the **metering** equipment is being interfered with);
- g. we need to test emergency or safety procedures (including energy-industry procedures); or
- h. you and we have specifically agreed that your supply can be interrupted in certain circumstances.

6.2 We are entitled to inspect and read your **meter** and stop your supply from outside your **site** if your **meter** has equipment that allows us to do so.

6.3 We have the right to stop you transferring your supply to a new supplier at any of your **sites** if:

- a. you try to transfer your supply and the transfer would take effect either during an active **pricing period** or before the end of the 28-day notice period you must give under clause 10.1;
- b. you owe us money and will have owed us that money for at least 28 days when the transfer is due to happen;
- c. you try to change suppliers for gas or electricity (or both) and the new supplier does not apply for all the related **meter** point administration numbers or **meter** point reference numbers which may apply (for example for a warehouse and office at the same address);
- d. you ask us to stop the transfer; or
- e. you owe us money under any other agreement you have with us for the supply of electricity or gas (or both).

Clauses 6.3(a), (b) and (e) do not apply to a **deemed site**.

7.0 Electricity supply

At a glance:

*This section outlines the specific conditions regarding your electricity supply. You must inform us of any electricity you generate at your **site**. This may result in us passing on additional costs to you. This contract also constitutes a contract with your local electricity network operator.*

If your contract entitles you to be supplied with a percentage of renewable or CHP electricity we will endeavour to fulfil this. If we are unable to fulfil this you will only pay CCL for the percentage agreed in your contract.

This clause 7 applies if the **contract** is to supply electricity.

- 7.1** You agree to tell us in writing about any electricity you generate on your **site** where the generating equipment is connected (directly or indirectly) to the electricity network. You also agree to provide forecasts of any future production from any electricity-generation equipment on your **site**. We may pass to you any extra costs that may arise as a result of you generating electricity on your **site**.

7.2 When we supply you with electricity under this **contract**, you are also entering into a standard connection agreement for your electricity with your local electricity **network operator**. This is described in clause 7.4, and your supplier means us.

7.3 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 **contract** and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties relating 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: **0207 706 5137**

Website: **www.connectionterms.co.uk**

7.4 If we have agreed in the **contract details** that you are entitled to have a percentage of your electricity allocated (provided) from **renewable-source electricity** or **CHP electricity** this means that we may provide you with up to that percentage from renewable source energy or **CHP electricity**. Accordingly, we may allocate that percentage from any **CCL**-exempt sources or from non-**CCL**-exempt sources (see below). If we do allocate all or part from non-**CCL**-exempt sources, we will need to charge you the non-**CCL**-exempt rate (see below) for that part of your electricity. If we do this, we will make a relevant adjustment so that the total amount you will pay will not be more than the amount you would have paid if we had allocated that part of your electricity from **CCL**-exempt sources.

CCL-exempt sources means we allocate your electricity from **renewable-source electricity** or **CHP electricity** under the **contract**.

Non-**CCL**-exempt sources means we allocate your electricity from sources other than **renewable-source electricity** or **CHP electricity** under the **contract**.

Non-**CCL**-exempt rate means the tax rate that applies to the electricity when we allocate it from non-**CCL**-exempt sources under the **contract**.

7.5 If you pay climate change levy (**CCL**) on your electricity, we may allocate **renewable-source electricity** or **CHP electricity** to all or part of the electricity we supply to you. If we do this, as well as the **charges**, you will pay us an extra amount which will not be more than the amount of **CCL** that would have been due if that part of your electricity had been allocated from sources on which **CCL** would have been due.

7.6 If we supply any part of your electricity from **renewable-source electricity** or **CHP electricity**, in each averaging period, the amount of electricity we supply from **renewable-source electricity** or **CHP electricity** (as appropriate) will not be more than the difference between:

- a. the total amount of **renewable-source electricity** or **CHP electricity** that we buy or generate during that period; and
- b that part of the total amount which we have allocated other than to exempt **renewable-source electricity** or **CHP electricity** supplies that we make in that period.

7.7 Unless we agree otherwise with you in writing, the volume

of **renewable-source electricity** or **CHP electricity** you are entitled to will be shown in your **contract details**, and regardless of how much **renewable-source energy** or **CHP electricity** we actually supply you with we will invoice you as if we had supplied you with your full entitlement.

8.0 Gas supply

At a glance:

This section outlines the specific conditions regarding your gas supply.

Clause 8 applies if the **contract** is for supplying gas.

8.1 We are not responsible for supplying gas to you at a pressure greater than the pressure shown under Section 16(1) of the Gas Act 1986 (as amended). If you need a greater pressure, you must contact us, but we cannot guarantee that we can give you gas at a greater pressure.

9.0 Moving out of or changing a site

At a glance:

If you are moving out of a site, you must give us 28 days' notice in writing. Please contact your account manager or email your leaving notice to [contract moves@extraenergy.com](mailto:moves@extraenergy.com)

- 9.1** If you are going to leave a **site** permanently, the following will apply:
- a. You must give us at least 28 days' notice. This is called the **leaving notice**. Your **leaving notice** must tell us:
 - i. the date you are leaving the **site**; and
 - ii. your new address and phone number; or
 - iii. the name and contact details of the new owner or tenant or, if the property will be empty, the landlord.
 - b. On the date you leave the **site**, you must take a final **meter** reading and tell us what it is.
 - c. We may ask you to provide proof that there is a new tenant or owner at the **site** you are leaving.
- 9.2** If you do not keep to clause 9.1, this **contract** will continue to apply to that **site** and you will still be responsible for paying all **charges** for the supply at the **site** until:
- a. you have delivered the information we need under clause 9.1, your **leaving notice** has ended and you have left the **site**; or
 - b. another owner or occupier takes over the supply at the **site**, which means that:
 - i. we have accepted them as a customer;
 - ii. we accept their credit score; and
 - iii. they have given us a **meter** reading (we may use this as your final **meter** reading).
- 9.3** If you leave, let or sublet a **site** and you owe us money, this **contract** will apply until you have paid what you owe us under this **contract**.
- 9.4** If you are leaving the **site** to move to a new address, we may agree with you that you can transfer a **price arrangement** to cover your new address. If we agree that this **contract** and your **price arrangement** will transfer to the new address, the following will apply:
- a. We will send you new **contract details** for the new address and this **contract** will apply to that new address as

described in clause 1.2.

- b. Your **price arrangement** will start to apply to the new address from the date on which we take over the supply at the new address or, if we already supply the new address, on the date we agree to transfer your **price arrangement** to the new address.
- c. Your **price arrangement** and **contract details** for the new address will apply until the **price arrangement** ends or is renewed so it applies to the new **site** as set out in this **contract**.

10.0 Ending the contract

At a glance:

*This clause tells you about the circumstances under which this **contract** can end. If your **site** is not covered by a **price arrangement**, you can end this **contract** by giving us termination notice, paying us the amounts you owe us and changing your supplier.*

*If your **site** is covered by a **price arrangement**, you can only end this **contract** in line with clause 11.*

*If your **site** is not covered by a **price arrangement**, we can end this **contract** by giving you 30 days' notice or we can end it immediately if the supply or the **meter** at the **site** is disconnected.*

*If your **site** is covered by a **price arrangement**, we can only end this **contract** under special circumstances (for example, if you break any terms of this **contract** or your business stops trading or this **contract** no longer applies to you).*

*This **contract** will end automatically if **Ofgem** or the law says it must end.*

10.1 You can end this **contract** for a **site** (unless that **site** is covered by an active **pricing period**) by giving us the **leaving notice** at least 28 days before you want the **contract** to end and as long as:

- a. you have paid us all the money you may owe us; and
- b. you start taking a supply from another supplier on the day the notice period ends; or
- c. on the day the notice period ends, you stop taking supply at that **site**. If you choose to stop taking supply at a **site**, you must:
 - i. if the supply is for gas, arrange for an appropriately qualified person to remove your **meter**;
 - ii. if the supply is for electricity, arrange for an appropriately qualified person to de-energise your supply or to remove your **meter**.

Clause 11 describes how you can end your current **price arrangement** for any **site** at the end of a **pricing period**.

10.2 If you do not keep to the conditions in 10.1(a), (b) or (c) (whichever applies to your **site**), this **contract** will continue to apply to the **site** until you meet all the conditions. If you have not contacted us and we receive notice that you want to transfer to a new supplier, we will object to the transfer and, if we ask you to, you must help us to object to the other supplier.

10.3 You must pay for all **charges** until the end of your **contract**. If you do not pay any amount that you owe us, we may stop you switching to another supplier.

10.4 This **contract** will end automatically for any **supply point** it applies to if **Ofgem** tells another supplier to take over the supply at the **supply point**.

10.5 If we believe the **meter** reading you give us at the end of the

contract is not accurate, we may change your final bill to include any gas or electricity (or both) used until the first actual **meter** reading we take at the **site** after the **contract** has ended. We or someone acting on our behalf may visit the **site** to check how much energy you have actually used.

10.6 If you have a **deemed site**, you do not have to give us notice under clause 10.1 but you must still tell us if you want to end this **contract** and the new supplier must still register your **site** successfully.

10.7 We can end this **contract** or a **price arrangement** with you in the following circumstances:

- a. We can end this **contract** with you for any **site** if:
 - i. we suspend or stop the supply under clause 6.1 or if the **site** is disconnected;
 - ii. the **transporter** or the **network operator** (or someone else on their behalf) isolates the **meter**, removes the fuse from the **meter**, or disconnects the **meter** at the **site**;
 - iii. keeping to this **contract** means you or we would be breaking the law;
 - iv. **Ofgem** tells us we have to end the **contract**; or
 - v. for any reason and at any time we give you at least 30 days' notice that the **contract** will end (unless the **site** is covered by an active **pricing period** in which case we will only be able to end this **contract** for that **site** in line with clause 10.7(b)).

If any of the above circumstances in 10.7(a) (i) to (iv) apply, we will tell you and we will confirm the date on which the **contract** will end for that **site** (which might be immediately). Unless we say otherwise, the **contract** will end on the date that we give.

- b. We can end any **price arrangement** we have with you if:
 - i. you break any term of this **contract**;
 - ii. clause 12.3(c) applies;
 - iii. we give you written notice because you stop trading, if your business is wound up, if you or your business becomes insolvent or your business goes into administration or receivership or you or your business enters into an arrangement with people you owe money to (your creditors) or where we have a good reason to believe that there is a risk of any of the above happening; or
 - iv. your circumstances change so that this **contract** is no longer appropriate. However, we will not end a **price arrangement** under this clause as a result of you being, becoming or no longer being a **micro-business**.

If any of the above circumstances in clause 10.7(b) applies, we will tell you and we will confirm the date on which the **price arrangement** will end (which might be immediately).

10.8 If this **contract** ends for any reason, neither of us will lose any of the rights we have gained under it. However, if you have money (credit) left on your account after we have told you the final amount that you owe, you must tell us that you want us to repay that money and you must give us the information we ask for (for example a forwarding address or payee details) so that we can pay it to you. If you do not tell us or do not give us the information we ask for within 12 months of the date that we told you about the final amount we owe, we will not have to pay this money to you.

Other terms and conditions for sites under price arrangements

11.0 Renewing or ending the price arrangement and statement of renewal terms

At a glance:

Clause 11 explains what happens at the end of your **pricing period**. We will write to you at least 90 days (but not more than 120 days) before the end of the **pricing period** in place at that time about the prices and terms and conditions that will apply to your next **pricing period**. This will also give the start and end dates of the next **pricing period**. Your next **pricing period** will start automatically unless you give us at least 90 days' notice before the end of the **pricing period** in place at that time.

If you do not want to accept the new **pricing period**, you must send written notice in line with clause 11.6. If you have not accepted the new **price arrangement** and do not change supplier, we will charge you our **out-of-contract prices** when your existing **price arrangement** ends.

- 11.1** Your first **pricing period** will start on the date set out in your **contract details**. At the end of a **pricing period**, we may automatically extend your **price arrangement** for another **pricing period**. The same terms and conditions and **charges** will apply to the **site** for each **pricing period** unless we tell you that they have changed.
- 11.2** Where the terms and conditions or **charges** that apply to the **site** will change in the next **pricing period**, we will tell you in writing about the new **price arrangement** and terms and conditions at least 90 days (but not more than 120 days) before the end of the **pricing period** in place at that time. We will do this by sending you new **contract details**. Your new **contract details** will set out the length of the next **pricing period** and the dates on which it starts and ends.
- 11.3** You do not need to do anything if you want to accept the new **price arrangement** and terms and conditions for the next **pricing period** as we will apply them automatically at the start of your next **pricing period**.
- 11.4** Your second and later **pricing periods** will start the day after the previous **pricing period** ends unless you have told us under clause 11.6 that you do not want to accept the new **price arrangement** or terms and conditions, or if clause 10.7(b) applies.
- 11.5** If you are a **micro-business**, your second and later **pricing periods** under this **contract** will each last for one year. If you are not a **micro-business**, your second and later **pricing periods** will each last for at least one year unless we agree a different period with you.
- 11.6** If you do not want to accept the new **price arrangement** or terms and conditions in the next **pricing period** or if you want to end your current **price arrangement** for any **site** at the end of a **pricing period**, you must tell us in writing. If you are a **micro-business**, you may tell us at any time during your current **pricing period** as long as you tell us at least 90 days before the end of that **pricing period** for that **site**. If you are not a **micro-business**, you must tell us at least 90 days but not more than 120 days before the end of that **pricing period** for that **site**.

You must send your written notice to:

Extra Energy Supply Ltd.
PO Box 10243
Unit 16 Coalfield Way
Ashby de la Zouch
LE65 9ED

Or you can email us at:

contractrenewals@extraenergy.com

We may reduce the amount of notice you need to give us under this clause or (if you are not a **micro-business**), change the period in which you can send us notice.

- 11.7** When you have given us notice under clause 11.6, we can negotiate new **contract details** for that **site** with you or you can choose a new supplier to take over your supply at the end of the **pricing period**.
- 11.8** If you have not changed supplier or agreed new **contract details** with us for any **site** by the end of the **pricing period** which is ending in line with this clause 11, we will charge you our **out-of-contract rates** for your **site** in line with clause 2.4 for any electricity or gas that you use after your **pricing period** has ended. This may mean that you end up paying more than you need to.
- 11.9** If you have not ended your **price arrangement** with us at that **site** in line with clause 11.6, you will not be allowed to transfer the supply at the **site** to another supplier until the end of your next **pricing period**. You must also tell us that you are not accepting the new **price arrangement** in line with clause 11.6.
- 11.10** If you agree with another supplier that they will take over the supply at the **site** but you are in an active **pricing period**, we will object to the transfer and, if we ask you to, you must help us to object to the other supplier about the transfer by contacting them. You will need to explain that you have not ended your existing **price arrangement** with us.
- 11.11** Where we are entitled to charge you our **out-of-contract rates** this **contract** will still apply. Clause 10 describes how you can end this **contract** for that **site**.

12.0 Changes to this contract

At a glance:

If this contract is for supply to a site which is not covered by a price arrangement, we can change the terms and conditions at any time by giving you 30 days' notice. If this contract is for supply to a site covered by a price arrangement, we can change the terms and conditions and your pricing arrangement only under special circumstances.

For example, this may be if the law says we have to or if you give us incorrect information or if your direct debit fails.

We can change the terms and conditions of this **contract** (including our prices, conditions, payment methods and other **charges**) under the following circumstances:

- 12.1** If there is any change to any law or regulation, decision or advice by a **regulatory authority** which applies to this **contract** which makes any part of it illegal, unenforceable or affects the **charges**, we may change the terms of this **contract** or the **charges** as we consider reasonably necessary to reflect those changes.
- 12.2** We will not change your prices if your **site** is covered by an active **pricing period** unless:
- clause 8.1 or 12.3 applies; or
 - your **meter** or supply circumstances change so that the prices no longer apply (for example, you change your **meter**). We will tell you about these changes at least 30 days before they take effect, which may include referring you to our **website** for details.
- 12.3** If we believe that we will have higher costs due to you failing

to keep to your responsibilities under this **contract** or there is an increased risk to us due to a change in your circumstances, we may charge you different prices (even if we agreed a **price arrangement** in your **contract details**) or ask you to pay in a certain way.

- a. Clause 12.3 may apply, for example, because:
 - i. your direct debit is cancelled or refused (if this happens, we may cancel any discount that we had applied because you had agreed to pay by direct debit);
 - ii. you do not pay us on time;
 - iii. we believe that your credit rating has changed; or
 - iv. the information you have given us is incorrect for (for example, if you have fewer or more **sites** than we expected or your credit information was incorrect).
- b. If clause 12.3 applies the changes we may make include, for example:
 - i. increasing your prices;
 - ii. making you pay by direct debit (instead of cash or cheque);
 - iii. asking you to give us a security deposit, guarantee or other form of security (see clause 4);
 - iv. changing the time that you have to pay us. The amount of time we give you to pay may change depending on your payment history with us or how good we think your credit standing is.
- c. If clause 12.3 applies to you, we will tell you what the new prices are and when they will start to apply to you. If we need to change the way you pay us, we will tell you. You will have to pay these different prices or pay in the way we ask straight away after we tell you. If you tell us that you do not agree to pay the different prices or do not pay in the way we ask, we can end any **price arrangement** that we have agreed with you.

In these circumstances, the **price arrangement** will end automatically on the day we tell you it has ended. If this happens, clause 2.4 will apply if the supply to the **site** is registered with us. If the supply to the **site** is not already registered with us, we may stop any registration processes to transfer your supply to that **site** to us. If this happens, this **contract** will end immediately for that **site** and the **site** will stay with its previous supplier.

13.0 Our responsibility for loss or damage

At a glance:

*We are legally responsible for any injury or death as a result of negligence or fraud by us or our agents. If any loss or damage is caused by your electricity **network operator** or gas supplier we will talk to them on your behalf. We will not have any legal responsibility if you do not keep to your responsibilities under this **contract**.*

13.1 We are legally responsible if:

- a. we or our agents kill or injure somebody (or cause somebody to be injured or killed) because we or they have been negligent; or
- b. we have acted fraudulently.

13.2 In all other cases, our legal responsibilities will be as follows.

- a. We will not be legally responsible if you suffer any loss of actual or expected profit, income business **contracts**, production, goodwill or other financial loss, any indirect

loss or damage, or any loss or damage if you have special circumstances.

- b. If the **transporter** or **network operator** is responsible for any loss or damage, we will only be legally responsible to you for the amount we are entitled to recover from them on your behalf.
- c. We will not pay you more than £100,000 in total for any claims you have against us while we are or were your supplier.
- d. We will not be legally responsible for any loss which is caused by you not keeping to your responsibilities under the **contract**.

13.3 Each clause in clause 13 applies separately. If a court or another authority tells us we cannot enforce a certain clause, the other clauses will still apply.

14.0 Using personal information

At a glance:

Clause 14 tells you how we will use the information that you give us and gives you the contact details you will need if you want to find out more.

Except for clause 14.8, this clause applies to personal information we hold about individual people, people registered as sole traders, and partnerships. It does not apply to information we hold about companies and other organisations.

We are the data controller for the purposes of the Data Protection Act 1998. This means that we control how personal information we hold is used.

14.1 We or our agents may use your information to do the following.

- a. Provide you with the services you have asked for (which may include loyalty and incentive schemes we may run).
- b. Offer you accounts, services and products from us and our partners. To help us make these offers, we may use an automatic scoring system, which also uses information about you from credit-reference agencies as well as other companies.
- c. Help run, and contact you about improving the way we run, any accounts, services and products we have provided before, now or in the future.
- d. Create statistics, test computer systems, analyse customer information, 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 or electricity you use and any discounts we have offered you).
- e. Help to prevent and detect debt, fraud or loss.
- f. Help maintain your, and the members of your family or household's, health, safety and security.
- g. Help train our staff.
- h. Contact you in any way (including by post, email, phone, text, multimedia message, other forms of electronic communications (such as **smart meters**) or by visiting you) about products and services we and our carefully selected partners are offering.
- i. Determine whether you are using the most appropriate payment method.

14.2 When we contact you, we may use any information we hold about you to do so. We may contact you by email, phone, text message, and other forms of electronic communications (such as using **smart meters**) or by visiting you. If we are contacting you to tell you about any offers, we will, as far as possible, do this in line with how you have told us you would prefer to receive marketing information (your recorded marketing preferences). You can ask us not to send you any information on our offers at any time by contacting us and giving us your account details.

14.3 We may allow other people and organisations to use information we hold about you in the following situations:

- a. to provide services you have asked for, which may include providing information to members of your family or household, anyone acting on your behalf or other people who may be interested (such as landlords or letting agents);
- b. as part of the process of selling one or more of our businesses;
- c. to help to prevent and detect debt, fraud or loss (for example, by giving this information to a credit-reference agency), which is described in more detail below;
- d. if you do not pay your debts (we may transfer your debt to another organisation and give them details about you and that debt);
- e. if we have been asked (for example by **Ofgem** or a lawyer) to provide information about you for legal or regulatory purposes;
- f. as part of current or future legal action;
- g. as part of government datasharing initiatives, for example, those designed to help stop fuel poverty (where people cannot afford to pay for heating and electricity);
- h. to help manage any loyalty or reward schemes; or
- i. if you hold an insurance policy with us or any of our **affiliated** companies, to pass information to an insurer to manage your insurance policy (including underwriting and claims, to help develop new services, dealing with insurers and to assess financial and insurance risk).

Other people and organisations that we share your information with may be based overseas, outside the European Economic Area (EEA), and as a result your information may be transferred to countries that do not have the same standards of protection for personal information as the UK. However, how we collect, store and use your personal data will continue to be governed by this privacy statement.

14.4 We may also monitor and record any communication we have with you, including phone conversations and emails, to make sure we are providing a good service and to make sure we are meeting our legal and regulatory responsibilities.

14.5 If we suspect someone has committed fraud or stolen energy by tampering with the **meter** or diverting the energy supply, we will record these details on your account record and may share this information with **Ofgem** and other people who are interested (such as other energy suppliers, landlords and housing associations). We may use this information to make decisions about you, your character, how likely we think you are able to pay for your gas or electricity (or both) and future energy services. This may include recording sensitive personal information such as criminal offences you have been accused of. Also, if the gas or electricity supply to your property has previously been tampered with, or if gas or electricity has been stolen, or we suspect it has been stolen, we may take this into account when we decide

what products or services we can offer you and the terms and conditions we give you.

14.6 You agree that we can ask your previous supplier for information that will allow us to take over your supply, such as information about **meter** readings and equipment or **charges** you owe your previous supplier. You agree that we can provide information we hold about you (such as information about **meter** readings, equipment or money you owe us) to your next provider should you wish to move supplier at the end of your **contract**.

14.7 If we believe that you, or anybody using or visiting a **site**, need extra care (for example, because of your or their age, health, disability or financial circumstances), we may record this in the information we hold about you or them. We will use this information so that we do not stop your supply. We may share your information with:

- a. your new supplier so that they can begin supplying you;
- b. social services, charities and other support organisations if we believe at any time that you cannot look after yourself or other people using or visiting the **site** by making sure there is an energy supply to the **site**;
- c. other energy suppliers if we believe you are thinking of changing supplier (we assess which customers need extra care and record and share this information in line with the Energy Retail Association 'safety net procedures'); and
- d. the relevant **transporter, metering agents or network operator**.

14.8 This clause applies to individuals, sole traders and partnerships and to the directors of corporate organisations as well as limited companies and other corporate organisations.

We will check your details with one or more credit-reference and fraud-prevention agencies to help us decide whether there is a risk that you may not pay your bills, to help us make decisions about the goods and services we can offer you and to help us manage your account. Below, we have given a brief guide to how we and the credit-reference and fraud-prevention agencies will use your information.

If you would like more information about this, go to www.extraenergy.com or phone us on **08451 400 251** and we will send you a leaflet.

- a. We will ask credit-reference and fraud-prevention agencies for information about you, your business, any people you are applying with and directors of your business (if you are providing information about others on a joint application, you must make sure they agree that we can use their information to do this). If you provide false or incorrect information and we suspect fraud, we will pass your details to credit-reference and fraud-prevention agencies. Law-enforcement agencies (for example, the police and HM Revenue & Customs) may use this information.
- b. We and other organisations may also access and use the information credit-reference and fraud-prevention agencies give us to, for example:
 - i. check details on applications you make for credit and credit-related services;
 - ii. check your identity;
 - iii. prevent and detect fraud and money laundering;
 - iv. manage credit and credit-related accounts or services;
 - v. recover debt;
 - vi. check details on proposals and claims for all types of insurance; and

- vii. check details of employees and people applying for jobs with us.
- c. When we ask credit-reference agencies to carry out a search for us, they will record this on your credit file whether your application for a **contract** with us is successful or not.
- d. We will send information on your account to credit-reference agencies and they will record it. If you have an account with us, we will give details of it and how you manage it to credit-reference agencies. If you have an account and do not repay money you owe in full or on time, credit-reference agencies will record this debt. They may give this information to other organisations and fraud-prevention agencies to carry out similar checks, find out where you are and deal with any money you owe. The credit-reference agencies keep records for six years after your account has been closed, you have paid the debt or action has been taken against you to recover the debt.
- e. We and other organisations may access and use, from other countries, information recorded by fraud-prevention agencies.
- f. If you are a director of a company, we will contact credit-reference agencies to confirm that the residential address you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House.
- g. If you want to see what information credit-reference agencies hold about you, you can contact the following credit-reference agencies currently providing services in the UK. They may not all hold the same information, so it is worth contacting them all. They will charge you a small fee.

Call Credit

Consumer Services Team,
PO Box 491
Leeds
LS3 1WZ
Phone: **0870 0601414**
www.callcredit.co.uk

Equifax plc

Credit File Advice Centre
PO Box 1140
Bradford
BD1 5US
Phone: **0870 010 0583**
www.myequifax.co.uk

Experian

Consumer Help Service
PO Box 8000
Nottingham
NG80 7WF
Phone: **0870 241 6212**
www.experian.co.uk

Dunn and Bradstreet UK

Marlow International
Parkway
Marlow
SL7 1AJ
Phone: **0870 243 2344**
www.dnb.co.uk

- 14.9** If you give us information on behalf of someone else, you confirm you have given them the information set out in this **contract**, and that they have given permission for us to use their personal information in the way we have described in clauses 14.1 to 14.2. If you give us sensitive information about yourself or other people

(such as health details or details of any criminal convictions of members of your household), you agree (and confirm that the person the information is about has agreed) that we can use this information in the way set out in this **contract**.

- 14.10** You are entitled to have a copy of the information we hold about you, and to have any inaccurate information corrected. We may charge you a small fee for providing a copy of any information we hold about you.

For more information about this, please contact our Privacy Department at:

Extra Energy Supply Ltd.
PO Box 10243
Unit 16 Coalfield Way
Ashby de la Zouch
LE65 9ED

Or you can email us at **dataprotection@extraenergy.com**

15.0 Other information**At a glance:**

*This contract is covered by the relevant law of England and Wales or Scotland depending on the location of your site. You may not transfer any of your rights or responsibilities under this **contract** to any other person without first getting our consent. We can transfer all or any part of this **contract** to another supplier.*

- 15.1** You may not transfer any of your rights or responsibilities under this **contract** to another person without getting our written permission first.

- 15.2** We can transfer all or any part of this **contract** to another supplier.

- 15.3** Any notice we give you or you give us must be in writing. You should send it to:

Extra Energy Supply Ltd.
PO Box 10243
Unit 16 Coalfield Way
Ashby de la Zouch
LE65 9ED

Or you can email us at: **notices@extraenergy.com**

The following also applies:

- a. You and we will consider notices delivered by hand to have been received when they are delivered.
- b. You and we will consider notices delivered by courier or guaranteed or special delivery to have been received on the date when they are recorded as having been delivered and signed for.
- c. If you and we send letters by post, you and we assume the letters have arrived on the second day after they were posted.
- d. You and we will consider notices that we send you by email to have been received on the day they were sent unless you tell us that you cannot accept notices by email. You and we will consider notices that you send us by email (you should email them to **notices@extraenergy.com** to have been received on the day they were sent unless we tell you that we cannot accept notices by email. We are not able to accept receipt of notices by fax unless we specifically agree this with you.

- e. Even if your name is not correct on a notice we send you, we will still assume you have received it, unless you have told us about our mistake in the past and we have still not updated our records in a reasonable time.
- f. If there is any disagreement about a notice, it is important that you can prove that you have sent it. Any notice should contain enough information to allow us to identify your account (for example, your **site** address).

15.4 Before you allow anyone else who is not an employee to act for you in relation to this **contract** (for example to let us know that you have moved out of the **site**) you must tell us in writing that they have an authority to act on your behalf. If you haven't told us about this other person, we may not act on their instructions until you have confirmed that they are allowed to act for you.

15.5 The laws of England and Wales or Scotland apply to this **contract**, depending on whether the **site** is in England, Wales or Scotland.

15.6 If, at any time, we do not enforce any part of this **contract**, this will not stop us from doing so in the future.

15.7 If a court thinks a part of this **contract** is not valid, the rest of the **contract** will not be affected.

15.8 This **contract** is the full and only **contract** between us for supplying gas or electricity (or both) to you. This **contract** replaces and cancels any previous drafts, agreements, actions, statements, warranties and arrangements of any kind, whether in writing or not. Neither you nor we will have any right to take action against the other because of any draft, agreement, action, statement, warranty or promise given by either of us or any other person, whether in writing or not, that is not set out in these terms and conditions.

15.9 The "At a glance" sections of this **contract** are intended to give you an overview of the main terms of the **contract**. However, they do not themselves constitute terms of the **contract**.

16.0 Dealing with disputes

At a glance:

*If we make a mistake we are really keen for you to contact us straight away to allow us to rectify things. If you are a **micro-business** and are not happy with our final resolution, or after 8 weeks, you can contact the Ombudsman Services via the details below.*

We occasionally make mistakes and when this happens we want to deal with the problem straight away.

For more information on our **process for handling complaints**, please visit our website at www.extraenergy.com or call us on **08451 400 251**.

If you are a **micro-business** and we have not dealt with your complaint after eight weeks, or if we have sent you a letter stating our final position, you may be able to take your case to the Ombudsman Services: Energy. The ombudsman offers a free, independent service where a customer and supplier cannot make a final agreement.

Phone: **0330 440 1624**

Textphone: **0330 440 1620**

Address: Ombudsman Services: Energy
PO Box 966
Warrington
WA4 9DF

Website: www.os-energy.org.uk

You can also get help from Citizens Advice.

The Citizens Advice consumer service provides free, confidential and unbiased advice on consumer issues.

Visit www.adviceguide.org.uk or call the helpline on **08454 040506**.

17.0 Glossary

At a glance:

This section highlights your main responsibilities under this agreement. You are responsible for reading the terms and conditions in full.

*You are responsible for: confirming that you will keep to clause 1.6; telling us when you become, or stop being, a **micro-business**; telling us when you leave the **site**; paying the **prices** that you owe us; giving us the correct information about **VAT and CCL**; telling us if you have not received your bill for a while, your bill is unusually high or low, or if there is any change in your circumstances that may lead to changes in your energy use; arranging a security deposit if we need one from you; co-operating with us for any **meter** arrangements we need to make for your **site** and providing us with **meter** readings; telling us if you generate your own electricity; and telling us if you do not want to renew your price arrangement.*

Meaning of words used in this **contract**.

In this **contract**, when the following words are shown in bold they have the meanings shown below.

actual meter reading where we or an appointed agent read the **meter** at your **site** or where you give us an accurate reading from your **meter**.

affiliated means any of our holding companies or subsidiary companies or any company which is a subsidiary company of the holding company. The words holding company and subsidiary are defined under Section 1159 of the Companies Act 1985.

CCL the tax (charged in the UK) on the commercial and industrial use of gas or electricity (or both) set out in Schedule 6 of the Finance Act 2000, and any similar tax.

charges the amounts you must pay us under this **contract**, including prices and any other amounts.

CHP electricity combined heat and power electricity that is exempt from **CCL** under Schedule 6 of the Finance Act 2000.

contract this supply contract between you and us.

contract details a document that we give you (as well as this **contract**) which gives specific details about the **contract** (for example your **site** or **sites** and your personal details, prices and the period for which those prices apply).

deemed prices prices we charge you for the use of gas or electricity (or both) at a **deemed site** as described in clause 2.3.

deemed site any **site** which we supply with gas or electricity in any of the circumstances described in clause 1.2(b).

industry agreements all agreements, **licences**, authorisations and codes or procedures relating to supplying gas or electricity to the **site**.

leaving notice the notice you must give us if you are moving out of a **site** (see clause 9.1).

licence the **licences** that **Ofgem** gives us to supply gas and electricity.

meter or the **meters** and equipment for measuring and providing information on the gas and electricity you use.

micro-business a business which meets the conditions set out in clause 1.7.

network operator the company licensed to run the electricity distribution network for your area.

Ofgem the Office of Gas and Electricity Markets, who regulates the gas and electricity markets in Great Britain, or any regulatory organisation which replaces it.

out-of-contract rates prices which apply to an **out-of-contract site**.

out-of-contract site any **site** for which a **price arrangement** has ended in line with clause 2.4.

price or prices the prices we will charge you for supplying gas or electricity (or both) to your **sites** as set out in your **contract details** or as decided under clauses 2.3 or 2.4.

price arrangement the prices we have agreed with you in relation to supplying gas or electricity to your **sites** for the **pricing period** set out in your **contract details**, including, for example, a fixed or flexible price arrangement.

pricing period the fixed period of time for which we have agreed that a **price arrangement** will apply as set out in your **contract details** and as we agree between us from time to time under clause 11.

process for handling complaints our methods and procedure for handling any complaints as set out clause 16.

regulatory authority any government departments, regulatory, statutory and other organisations that can regulate this **contract**.

renewable-source electricity electricity generated from renewable sources exempt from **CCL** under Schedule 6 of the Finance Act 2000.

site or sites any property or properties we supply with gas or electricity (or both).

smart meter a **meter** which, as well as measuring energy, can also carry out other roles, for example, two-way communication allowing us to read the **meter** remotely and gather information related to the supply of gas or electricity (or both).

standing charge the daily charge that you must pay us to keep the **site** connected to the gas or electricity supply, however much gas or electricity you use.

statement of renewal terms a statement (in the format contained in clause 11) containing information about your existing **price arrangement**, including the date your existing **price arrangement** ends and details of how you can accept or reject a new **price arrangement** that we may offer you.

supply period the entire period that we supply gas or electricity (or both) to you under this **contract**.

supply point the points (whether installed by us or another supplier) at which the **meters** at your **sites** are supplied with gas or electricity (or both).

transporter the company licensed to deliver gas through the pipes to the **site**.

VAT value added tax as described in the Value Added Tax Act 1994.

Interpretation of words and phrases used in this contract

Where we talk about domestic purposes and non-domestic purposes, those phrases will have the meaning as given to them by **Ofgem**. Any reference to a statute or to any condition or legislation under this statute also includes any amendments to it. Where we use 'include', 'including', 'in particular', 'for example' or any similar expression in this **contract**, it is to give you an idea only and does not mean we are mentioning everything that may apply.