

## General Terms and Conditions for Domestic Customers

This contract relates to the supply of electricity or gas (or both) by Good Energy to you. The supply of electricity or gas (or both) must be entirely or mainly for the home you live in.

Your contract with us comprises the following documents:

- these general terms and conditions for the supply to domestic customers (**General Terms**); and
- the Tariff Information Label.

We may update your General Terms from time to time and we'll show the most up-to-date version of these terms and conditions on our website, [goodenergy.co.uk](https://goodenergy.co.uk), you can also ask us for a copy of the current version at any time.

## Meaning of words and phrases used in this contract

In this contract, when the following words are used they have the meanings shown below:

**App:** means Good Energy's mobile application through which you can view information about your account and our products and services.

**Annual Consumption Details:** where we have been supplying the Property for at least a year and have up to date meter readings, details of the quantity of electricity or gas (or both) that you have used in the last 12 months at the Property or, where we do not have that information, our best estimate of quantity of electricity or gas (or both) used in the last 12 months at the Property, based on an industry best estimate.

**Bill:** a statement confirming the charges that are payable by you for the supply of electricity or gas (or both) to the Property by us.

**CAD:** means your consumer access device, a unit connected to your Smart meter which provides information directly to the App about your energy usage and costs.

**Contract:** means:

- these general terms and conditions for the supply to domestic customers; and
- the Tariff Information Label;

all of which are entered into between you and us.

**Cooling Off Period:** has the meaning at clause 1.3 of these terms and conditions.

**Customer, you:** the individual or individuals named as 'the customer' on the 'Your contract' form.

**Deposit:** an amount of money that you may have to pay to us as security for us to supply electricity or gas (or both) to you.

**Direct Debit:** payment of or towards your bill for electricity or gas (or both) by us making either:

- a weekly, fortnightly, monthly or quarterly deduction of an agreed amount from your bank account; or
- a deduction of the full amount of any bill outstanding.

**Early Termination Fee:** means the exit fee which may apply if you end a Fixed-rate tariff before the end of the fixed-rate term as set out in your Tariff Information Label.

**Fixed-rate tariff:** means a plan for the supply of gas or electricity (or both) in which the unit rates and standing charges are fixed for a period of time.

**Fixed-rate Period:** means the period in which a Fixed-rate Tariff or Time of Use Tariff will be applied, which is set out in your Tariff Information Label.

**Gas Transporter:** the company licensed to deliver gas through pipes to the Property.

**Good Energy, we, our, us:** in relation to:

- the supply of electricity: Good Energy Limited (Company Number 03899612); and
- in relation to the supply of gas: Good Energy Gas Limited (Company Number 05501445);

both of whose registered offices are at Monkton Park Offices, Monkton Park, Chippenham, SN15 1GH and shall include our assignees.

**In-home Display:** means a standalone home display unit, connected to your Smart meter wirelessly which provides information about your energy usage and costs.

**Licences:** the licences that Ofgem give us to supply gas and electricity.

**Meter:** the industry recognised meter(s) located at the Property which measure the amount of electricity or gas (or both) used.

**Network operator:** the company licensed to deliver electricity and run the electricity distribution network for the area where the Property is located.

**NTC:** has the meaning set out at clause 12.1 of these terms and conditions.

**Ofgem:** the Office of Gas and Electricity Markets, the regulator of gas and electricity markets in Great Britain.

**Personal Projection:** a projection of the charges for electricity or gas (or both) at the Property for the next 12 months that will apply based on the tariff, the applicable discounts and your Annual Consumption Details.

**Prepayment customer:** means a customer with a traditional prepayment meter or a Smart meter that is operating in prepayment mode.

**Property:** the address we supply electricity or gas (or both) to.

**Relevant Date:** means the date that you have: (a) entered into a contract with a new supplier (save that where this is outside of usual business hours on a Working Day or not a Working Day, the next Working Day); and (b) provided us and the new supplier with sufficient information to complete the switch.

**Smart meter:** means an electricity or gas meter installed at the Property that we can communicate with and read remotely without needing to visit the Property.

**Tariff Information Label:** a statement headed "Your Tariff Information" which is provided to you and provides specific information including pricing that uniquely applies to your tariff.

**Time of Use Tariff:** a plan for the supply of gas or electricity (or both) in which the unit rate will be varied depending upon the time that you consume gas or electricity (or both).

**Variable-rate tariff:** means a contract for the supply of gas or electricity (or both) in which the unit rates and standing charges may go up or down over time.

**Working Day:** any day other than a Saturday, Sunday or a bank holiday in England, Scotland or Wales.

## 1. THIS CONTRACT

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### 1.1. You confirm that:

- you own, live in or have responsibility for the Property; and
- the Property is connected to mains gas or mains electricity (or both) (unless you tell us otherwise).

### 1.2. Your contract with us will start when the first of the following events takes place:

- we (or a third party agent acting on our behalf) both agree on the phone or by e-mail or webchat that we'll supply electricity and/or gas to you;
- we receive a completed application form in respect of the supply of electricity or gas (or both) to you;
- for website applications, once you have clicked to agree that you accept these terms and conditions; or
- you move into a property which is supplied by us.

- 1.3. You have 14 days from the date that your contract starts (your **Cooling Off Period**) to cancel your contract. Clause 1.2 above confirms when your contract starts. For the avoidance of doubt if you have recently moved into a property that is supplied by us and have not entered into a contract with us in one of the other ways described in the first three bullet points of clause 1.2 above then the Cooling Off Period will not apply to you and you are free to switch your supplier at any time.
- 1.4. If we do not already supply the Property, we'll do our best to do this within 7 days of the end of the Cooling Off Period. If we have any problems taking over the supply, it may take longer but we'll do our best to do this as quickly as possible. Reasons why we may delay include the following:
- your old supplier prevents us from taking over the supply;
  - we do not have all the information we need from you to take over the supply;
  - the information we have from you relating to the supply is incorrect, and the information we need is not readily available from any other source; and/or
  - we are prevented from taking over your supply for reasons which are beyond our control (for example, if Ofgem prevents us from supplying your electricity or gas (or both) or you do something that prevents us from taking over the supply).
- 1.5. If we already supply the Property and you have not entered into a contract with us, we'll treat you as if you had agreed to these terms and conditions from the date that either:
- you move into the Property;
  - your tenants move out of the Property (if you are a landlord of the Property); or
  - you take over or have responsibility for the Property and you start to use electricity or gas (or both) at the Property.
- You will be placed on our deemed tariff from this date. If you want to end this contract you can arrange for another supplier to supply your electricity or gas (or both) and you do not have to notify us of your decision.
- 1.6. The contract will continue unless you or we end it in line with these General Terms.
- 1.7. If you have chosen a Fixed-rate Tariff, we will send you a written notice within a reasonable time before your Fixed-rate Tariff ends. This notice will set out details of the default tariff (being the tariff you will automatically move onto) that will apply if you do not agree to extend the contract by choosing a new tariff we offer you, if you do not enter a new contract with us, or if you do not switch to a new supplier.
- 1.8. If, within 20 days after the end of your Fixed-Rate Period you or another energy supplier tells us that you are switching energy supplier, and your supply switches within a reasonable time (normally 20 Working Days), we will continue to apply the fixed rate applicable to your tariff until your switch to a new supplier, unless we think it would be cheaper for you to move on to the relevant default tariff for that period. However, we can object to you switching to a new energy supplier if you owe us any charges.
- 1.9. If you receive both electricity and gas under a contract with us at the same Property, we shall be entitled to treat you as a dual fuel customer (notwithstanding the fact that the date on which you were first supplied with each energy type may differ). Nothing in this clause shall prevent you from ending your supply of electricity or gas (or both) with us at any time under the terms of your contract with us (please see clause 8 below for more information on how you can do this).

- 1.10. In order to be eligible for some of our tariffs you must satisfy the eligibility criteria applicable to that tariff, set out **here**. If at any time you do not meet the applicable eligibility criteria, we may tell you that you are no longer eligible for the tariff and place you on our default tariff.
- 1.11. We may decline any application for a tariff, or close a tariff to new applicants, at any time and for any reason. Our tariffs are subject to availability and may be withdrawn at any time.

## 2. OUR PRICES AND CHARGES

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- 2.1. Our prices for supplying electricity or gas (or both) are set out in the Tariff Information Label. The price you pay for electricity and/or gas under our tariffs may vary from other Good Energy customers depending on where you live, please see your Tariff Information Label for details of any regional energy areas applicable to your home.
- 2.2. When deciding on a suitable payment method for you, we assess your individual circumstances. For example, we'll look at how likely we think it is for you to be able to pay your bills. Depending on the result of our assessment, we may ask you to pay in a certain way, pay a deposit or to use a certain type of meter (for example, a prepayment meter or a Smart meter operating in prepayment mode). We'll base our decision on information that we hold about you or information that you or a licensed credit reference agency gives to us.
- 2.3. Unless the Tariff Information Label says otherwise, our prices comprise:
- a standing charge that is applied to your bill for electricity or gas (or both) every day. This is a fixed charge which goes towards meeting our fixed costs (for example, enabling the supply of electricity or gas (or both) to the Property through distribution and metering services). You will be responsible for paying the standing charge even if you do not use any electricity or gas (or both) at the Property; and
  - a charge for the amount of electricity or gas (or both) we supply (known as a 'unit rate'). The amount is worked out in pence per kilowatt hour. For gas, we need to convert the consumption recorded on your meter into kilowatt hours. The method of calculation we use can be found on the back of your energy bill.
- 2.4. The prices described in clause 2.3 also include our costs for meter reading and providing metering equipment, the generation, distribution and transmission of electricity and the shipping and transportation of gas, data processing and billing. Please note there are no charges directly associated with us taking physical meter readings where you are utilising a Smart meter.
- 2.5. We may also charge you for our reasonable costs that are not set out in the Tariff Information Label. These may include the following:
- our costs of visiting the Property, stopping, disconnecting and/or reconnecting your supply if you ask us to, or if the reason for doing this was your fault (for example, when there is no problem with your meter and you ask us to move it, or if we have to come to the Property because you have damaged the meter);
  - where a new connection is required, our costs for installing the meter and/or metering equipment;
  - our costs of inspecting or working on your meter when you ask us to but there is no problem with your meter;
  - our costs of moving your meter to a suitable position unless it was our fault that the original meter position was not suitable;

- our costs in trying to get back money you owe us. This includes our reasonable administration costs and costs that we incur in asking you to pay us the money owed, for example, trying to contact you to get back money you owe;
- charges for providing additional copies of some documentation; and
- charges for providing you with replacement prepayment meter cards, prepayment meter keys and/or payment cards.

Details of these additional charges can be provided upon request.

- 2.6. VAT is payable on all of our prices and other charges.
- 2.7. If we change our prices or charges we may use an estimated meter reading to work out what you are due to pay up to and after the date of the relevant change.
- 2.8. It is important to note that prices may be varied throughout the duration of your contract for a variable-rate tariff at Good Energy's discretion, taking into account factors which may include wholesale market conditions and/or any action, order, price-cap or decision by any governmental, regulatory, statutory or licensing authority. If prices increase we will give you reasonable notice and you will be entitled to cancel the contract.

### **3. PAYING YOUR BILL**

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- 3.1. We'll send you bills or statements based on actual or estimated meter readings at least every quarter unless we agree a different billing frequency with you. If you have a Smart meter providing access to actual meter readings, we'll send you bills or statements every month. If you are a prepayment customer we won't send you a monthly bill but we will provide you with details of the amount of electricity and/or gas that you have used, any top up payments you have made and any other amounts that you owe to us and the terms set out in clause 17 apply.
- 3.2. You agree to pay us for supplying electricity or gas (or both) and for other charges which apply under this contract for the term of the contract. Any person whose name is on the contract as a customer is responsible for paying our bills and we may claim any money owed to us under the account from one or all of such persons.
- 3.3. You can pay amounts that you owe us:
  - by direct debit;
  - directly by cash, cheque or card; or
  - if you are a prepayment customer, by topping up in the ways described in clause 17.
- 3.4. When we issue a bill, we can only seek to recover charges for energy consumed in the last 12 months, unless you have behaved in an obstructive or manifestly unreasonable way.
- 3.5. If you are not paying by direct debit, you must pay the money you owe in full within 28 days of the invoice date on your bill. If you genuinely think the amount on your bill is not correct, you must still pay any amount that you do not dispute.
- 3.6. If you pay by direct debit, we'll regularly review your direct debit amount so that it is consistent with your annual billed consumption. We'll notify you at least 10 Working Days plus postage time before any changes to your direct debit are made.
- 3.7. Don't forget that if you pay by direct debit you may be eligible for a discount on your fuel bill. This may be applied by:
  - placing you on a tariff that is only available to customers that pay by direct debit; or

- calculating a discount on a daily basis, per fuel and per property. If this is the case, we'll notify you of the discount for the period for you are being billed on each statement.

We reserve the right to change, stop or withdraw the direct debit discount at any time.

3.8. Our bills – Every bill that we send to you will contain the following information:

- the exact name(s), tariff type and payment method for your electricity or gas supply (or both);
- your Annual Consumption Details;
- your Personal Projection; and
- details of the cheapest relevant and cheapest alternative tariff that we offer which may be available to you and the annual savings that may be available to you if you elected to transfer to that tariff.

3.9. Annual statement – We'll provide you with an annual statement covering the same information as in our bills, as summarised above. It will also contain details of the charges, discounts and additional charges that apply to your tariff.

3.10. Having difficulty paying? If you're having difficulty paying your bill then please let us know as soon as possible. We'll do our best to discuss suitable payment options with you.

3.11. If you do not pay your bills as you have agreed to under this contract, we can ask you to:

- subject to clause 3.12, change your payment method;
- pay a deposit (see clause 4 below for more details);
- agree a suitable payment plan with us to recover the debt; and/or
- become a prepayment customer by switching your Smart meter to prepayment mode or changing your meter to a prepayment meter.

3.12. If you do not pay your bills we may:

- apply for a warrant to replace your credit meter with a prepayment meter or a Smart meter operating in prepayment mode. If we do so, you may be liable to pay any costs associated with us obtaining the warrant and other reasonable administration costs connected with the replacement of your meter to the extent only that we are entitled to recover these sums from you under our Licences;
- switch your Smart meter to prepayment mode if you already have a Smart meter; and/or
- refuse to supply your Property, stop or reduce your supply or tell you to stop using your supply as set out in clause 6.1.

3.13. We may only change your payment method if we have provided you with a notice covering the following information a reasonable time ahead of such changes taking effect:

- the increase in charges and the reasons for such increase;
- details of any other changes that disadvantage you and will apply following the change in payment method and the reasons for those changes; and
- the date that the proposed changes will take place

3.14. If you do not pay your bill for electricity or gas (or both) on time, we can start charging you interest at 3% a year above the Bank of England current base rate. We can do this from the day which is 28 days after we sent the original bill to you.

- 3.15. If you owe us money under this or any other contract between us, we can move money that either you owe us or we owe you under separate accounts to settle your debt. We can also use any deposit that we may hold for any of your accounts to settle your debt under this contract.
- 3.16. It will be up to us to decide how we use your payments to pay off your debt. For example, we may use your payments to pay off any additional costs referred to in clause 2.4 or we may pay off your oldest debts first.
- 3.17. You agree to pay any outstanding charges you owe us under any previous contracts with us, or charges you owe your old supplier that are transferred to us.
- 3.18. If we find out, after you leave us or move to a different energy supplier, that any of the bills we sent you were not accurate (for example, if you did not give us an actual meter reading when you ended the contract), we'll send you a new bill. If the new bill shows that you owe us money, you must pay this within 28 days of the invoice date on your bill. If you genuinely disagree that you owe this money, you must tell us straight away.
- 3.19. If the new bill we send you (in line with clause 3.17) shows that you have money left on your account, we may use this to pay off any money you owe us under another contract.
- 3.20. We'll give you back any money that is left over within 14 days of a bill being issued that shows that you have money left on your account after we have followed the process in clause 3.18 unless clause 8.6 applies.

#### 4. DEPOSIT

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At any point throughout the contract we can ask you to pay us a deposit if it is reasonable for us to do so for example to cover any charges that we reasonably believe are likely to be due under this contract. We'll give you advance warning if we require a deposit to be paid, we will tell you the amount, how long you have to pay it, how we will hold it, when we will use it, how we will repay it to you and what will happen if you do not pay it within the time. We will not ask you for a security deposit while you are a prepayment customer.

#### 5. METERS AND ACCESS TO THE PROPERTY

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- 5.1. We'll ask you for a meter reading before we start to supply electricity or gas (or both) to the Property. If you don't give us a meter reading, we'll estimate your meter reading when we start to supply energy to the Property. Where the information is available to us, the estimate will be based on the historic consumption of electricity or gas (or both) at the Property or a reading from your Smart meter. If that information isn't available, the estimate will be based on our reasonable estimate of the energy used at the Property.
- 5.2. To help make sure your bills are accurate, it's essential that customers who do not have a Smart meter give us meter readings at least twice per year. When you give us a meter reading we'll take all reasonable steps to reflect this in your next bill or statement. However, if we don't think your meter reading is reasonably accurate, we'll contact you to get a new meter reading. We'll attempt to take a meter reading at the Property at least once per year. For customers with Smart meters, information on readings can be found in clause 16.
- 5.3. You agree to us making any necessary arrangements on your behalf to provide a meter and metering equipment at the Property. If a new connection is required you must comply with our requirements to ensure that the Property is ready for a meter to be installed. If we're unable to arrange with you for a meter to be installed within a reasonable time of this contract starting then we may terminate the contract by giving you not less than 28 days' prior notice.



- 5.4. You must take reasonable care to make sure that any meter and the metering equipment at the Property is not damaged or interfered with. If you fail to do so, we may require you to pay our or our agents' reasonable costs for visiting the Property and for any work that we or our agents carry out in relation to the meter and/or the metering equipment.
- 5.5. If there is any damage, a fault or other problem with the meter or the metering equipment, or if you think it has been tampered with, you must tell us immediately. You must not tamper with the meter, metering equipment and/or the supply of electricity or gas (or both) to the Property.
- 5.6. You agree to give us, our agents, the gas transporter and/or the network operator safe access to the Property, the meter and the metering equipment in the following circumstances:
- at all reasonable times for any reason that relates to your electricity or gas supply (or both) or the meter, metering equipment. This includes access for us or our agents to read, inspect, repair, swap, test, install, isolate or remove a meter or change the settings on a meter or stop your supply; and
  - at any time in an emergency or if we need to visit for any other reason and we're legally entitled to do so.
- 5.7. You must make sure that your meter is in a safe and suitable position to allow us or our agents to read the meter. If it's not, you must allow us to move the meter to a suitable position. We may charge you for the cost of moving the meter to the new position unless it was our fault that the original meter position was located in a position which was not suitable.

## 6. ABOUT YOUR SUPPLY

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- 6.1. We can refuse to supply the Property, stop or reduce your supply or tell you to stop using your supply if any of the following circumstances apply:
- the supplier you want to leave prevents us from supplying electricity or gas (or both) to the Property;
  - we, the gas transporter, the network operator or another supplier has stopped your supply and we are not required to reconnect or continue your supply under the terms of our licences (for example, if you have interfered with your meter) and we decide not to do so;
  - it is not reasonable for us to continue to supply you, for example, where you do not pay our bills. If we are already supplying the Property, we'll give you at least 7 Working Days' notice before we stop your supply;
  - there is an emergency which affects your electricity or gas supply (or both), for example, this may include a gas leak at the Property;
  - something we have no control over prevents us from supplying the Property (although we'll take reasonable steps to supply or continue to supply you);
  - we are told to stop supplying the Property by Ofgem, the gas transporter and/or the network operator, or we can legally stop supplying the Property under any energy legislation (including our licences and/or any other agreements, authorisations and codes or procedures that relate to us supplying electricity or gas);
  - we are not happy with the way your meter is set up. For example, where we or our agents:
    - have not provided the meter; or

- cannot read the meter and if, having carried out appropriate checks (such as inspecting your meter), it appears to us (acting reasonably) that the metering equipment has been tampered with; and/or
  - you have refused to pay a deposit we have asked for; and/or
  - you have refused to become a prepayment customer or have a prepayment meter or a Smart meter operating in prepayment mode installed at the Property.
- 6.2. We'll only stop your supply under clause 6.1 if we are legally allowed to do so.

## 7. CHANGES TO THIS CONTRACT

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- 7.1. We can change any of the terms of this contract at any time. This may include where we need to make changes to the contract as a result of Ofgem making changes to our licences. We'll give you reasonable notice in writing in the event that any changes disadvantage you in advance of the changes taking effect.
- 7.2. When we notify you of any changes that put you at a disadvantage, we'll provide you with a comparison showing the differences from your current contract, the main reasons for the change and your Personal Projection showing how much we expect the change will cost you, based on your Annual Consumption Details. If you don't accept the change you can either: (a) terminate the contract and move to another supplier; or (b) enter into a new contract with us. You may terminate this contract as set out in clause 8 so that you are not affected by the relevant change provided that:
- you arrange for another supplier to supply your electricity or gas (or both) and your new supplier confirms that this is the case within 20 Working Days following the day that the relevant change takes effect; and
  - within 30 Working Days of us telling you that we may stop you switching to another supplier (in line with our rights under clause 8.1), you have paid any money that you owe us under this contract,
- and also:
- your new supplier must start to supply your electricity or gas (or both) within a reasonable time after we receive the notice from them and/or you have made payment as above; or
  - you must end your current contract with us and enter into a new contract with us within 20 Working Days of the day that the price rise or change takes effect.
- 7.3. If we withdraw your tariff we'll let you know what tariff we propose to transfer you on to. We'll let you know in advance in writing before we transfer you on to the new tariff and will provide you with the principal terms of the new proposed tariff. If your prices will rise or any of the terms of the new tariff put you at a disadvantage when compared with the tariff you are currently on, you will have the right to terminate the contract before the alternative tariff takes effect provided that:
- you arrange for another supplier to supply your electricity or gas (or both) and your new supplier confirms that the new supply will start within 20 Working Days following the day that the change takes effect; or
  - within 30 Working Days of us telling you that we may stop you switching to another supplier (in line with our rights under clause 8.1), you have paid any money that you owe us under this contract.

- 7.4. We can change the names or property on your account with your permission and (where applicable) the permission of other named individuals on the account (for example, if you move house and want us to continue to supply you at your new property or if a new person becomes jointly responsible with you under this contract). If a new person becomes jointly responsible with you under the contract then they must provide us with permission to add them as a party to the contract.

## 8. ENDING THIS CONTRACT

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- 8.1. You can end this contract:

- within the 14 day Cooling Off Period, as set out at clause 1.3 above;
- if you are moving house and do not want us to continue to supply electricity or gas (or both) at your new property provided you comply with the requirements of clause 8.2 below; or
- by giving us notice provided that you have:
  - paid us any monies you owe us; and
  - either started receiving electricity or gas (or both) from another supplier or we have cut off your electricity or gas (or both) because you no longer need it.

Please remember that under the terms of our licences, we can stop you switching to another supplier if you do not pay any amount that you owe us under the contract. Alternatively, if you have a prepayment meter (or a Smart meter operating in prepayment mode) your new supplier may agree for you transferring your debt to them at the same time as switching to them as long as the debt is more than £20 and less than £500. If your new supplier objects to the transfer of this debt we can stop you switching your supply.

- 8.2. Where you end your contract by moving to another supplier, we will complete the transfer as soon as reasonably practicable and in any event within 5 Working Days of the Relevant Date unless you request otherwise or we are able to stop you switching pursuant to clause 8.1 above.
- 8.3. If you are moving house and do not want us to continue to supply electricity or gas (or both) at your new property you must give us at least 2 Working Days' notice before you move. If you do this your contract will end on the date you inform us you will move out of the Property unless you still own the Property and no one else has taken over responsibility for it. If you do not do this, this contract will continue until the earlier of:
- 2 Working Days after you tell us; or
  - another owner or occupier receives electricity or gas (or both) at the Property.
- 8.4. If you are moving house and you do want us to continue to supply electricity or gas (or both) at your new property, we may be able to transfer your tariff to your new home. If we agree a transfer with you:
- we may continue to apply your current tariff if you continue to be eligible for that tariff in your new property; and
  - the prices you will pay for your supplies may be different from the prices in your old home because of regional variations in our prices or a change in metering. We will inform you of any changes in prices.
- 8.5. If we stop you from switching your supply to another company, we'll write to you as soon as we can to explain why we are doing so and the next steps that you can take, including if you wish to challenge the reasons we have given.

- 8.6. It's important that you provide us with a meter reading when you end this contract (unless you have a Smart meter in which case we will take this automatically). If you do not give us a meter reading at that time, we'll estimate your meter reading and will prepare your final bill based on these estimated figures. If either the estimated meter reading or the reading you have provided is inaccurate you may have to pay the difference between the meter reading on which we based the final bill or the final estimated bill and the accurate meter reading.
- 8.7. We can end this contract immediately if:
- you break any term or condition of this contract and we think this is serious (for example, if you tamper with your meter or make a fraudulent payment);
  - we no longer have the relevant licences to supply the Property; and/or
  - Ofgem tells another supplier to supply electricity or gas (or both) to you.
- 8.8. If this contract ends for any reason, neither of us will lose any rights we already have (for example, to claim any money that is owed at the end of the contract). If after the contract ends, you have any money left on your account after we have settled any outstanding payments due to us from you in accordance with clause 3.14, we will tell you about the amounts owed to you. We do not have to pay you this money where:
- we have made a reasonable effort to pay you the money and 12 months has passed since we told you of the final amount we owed you; or
  - we cannot send the money we owe to you because you have not given us a forwarding address, 12 months has passed since the contract ended and we have taken all reasonable steps to return it to you.
- 8.9. You may have to pay an Early Termination Fee if you end the contract for a Fixed-rate tariff before the end of the Fixed-rate Period and an Early Termination Fee is specified in your Tariff Information Label.
- 8.10. You will not have to pay an Early Termination Fee if:
- you cancel a contract that is not for a Fixed-rate tariff; or
  - you complete a switch to another supplier at any time after we give you notice that the Fixed-rate term is ending.

## 9. OUR LIABILITY

Our liability	Loss or damage
Full liability	Death or injury caused by either us or our agents where we or our agents have been negligent or have acted fraudulently
£50,000 for each and every event or if there are a number of connected events that cause you loss, £50,000 in total for these events	Any loss or damage caused by our breach of this contract or our or our agents' negligence.

<b>Amount we are entitled to recover from the gas transporter and/or the network operator on your behalf</b>	Loss or damage caused to you by the gas transporter and/or the network operator.
<b>No responsibility</b>	<p>Any economic loss or damage caused to you (e.g. loss of profit, income, business, contractor goodwill).</p> <p>Any loss which, when we entered into this contract with you, we would not reasonably have expected would happen even if we or our agents, did not follow these terms and conditions.</p> <p>Any interruption to your supply of electricity or gas (or both).</p> <p>Where we are required or entitled to take action under our electricity or gas supply licence.</p>

## 10. USING PERSONAL INFORMATION

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We're committed to protecting your personal information and data. We may process information which can personally identify you for the purposes of supplying you with gas or electricity (or both). A full explanation of how Good Energy manages your personal data can be found at [goodenergy.co.uk/privacy-policy/](https://goodenergy.co.uk/privacy-policy/). Alternatively we can provide a copy for you by post upon request. If we make any changes to the policy which materially and adversely affect you, then we'll let you know.

## 11. OUR COMPLAINTS PROCEDURE

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If you're unhappy with our service, any bills or statements issued by us and want to make a complaint, you can contact us at [goodenergy.co.uk/get-in-touch](https://goodenergy.co.uk/get-in-touch) or by using the contact details at clause 15.1 below. All disputes and complaints are dealt with in accordance with our published complaints procedure which is available on request and can also be found at [goodenergy.co.uk/customer-care/help-topics/complaints](https://goodenergy.co.uk/customer-care/help-topics/complaints).

## 12. INDEPENDENT ADVICE

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- 12.1. At any point during the complaints process you can obtain free and independent advice from the Citizens Advice Consumer Service. The advice they provide includes assisting you with your energy supply, how to get a better deal, reducing your energy bills and help in resolving a complaint. There is also a 'Know Your Rights' leaflet which can be found at [goodenergy.co.uk/know-your-rights](https://goodenergy.co.uk/know-your-rights). To find out more visit [citizensadvice.org.uk/energy](https://citizensadvice.org.uk/energy) or call the Citizens Advice helpline on **0808 223 1133**.
- 12.2. If you have followed the steps in our complaints procedure in full and your complaint still hasn't been resolved within 8 weeks or we have sent a final response and you are not happy you can take your case to the Ombudsman Services: Energy. They offer a free and independent investigation of your complaint and any decision they come to is binding on Good Energy. To find out more visit [ombudsman-services.org.uk/energy](https://ombudsman-services.org.uk/energy) or call the Ombudsman Services Energy helpline on **0330 440 1624**.

### 13. NATIONAL TERMS OF CONNECTION

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- 13.1. If we supply you with electricity under this contract, you agree that you accept the National Terms of Connection (NTC) in connection with the supply of electricity to the Property. The NTC is a legal agreement which we are obliged to enter into with you on behalf of your local electricity network operator. If you want 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** ([connectionterms.co.uk](http://connectionterms.co.uk)).
- 13.2. The NTC only applies to the supply of electricity to you. There is no similar agreement for the supply of gas to you.

### 14. GENERAL TERMS AND CONDITIONS

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- 14.1. You cannot transfer any of your rights or obligations under this contract to another person without our written permission. We can transfer all or any of our rights or obligations under this contract to another supplier without your permission, but if we do this your rights to terminate the contract (as set out in clause 8 above) will not be affected.
- 14.2. The laws of England and Wales or Scotland apply to this contract, depending on where the Property is located.
- 14.3. If, at any time, you don't keep to any part of this contract and we don't respond, this doesn't prevent us from taking action in the future. For example, if we don't immediately take action to ask you for money that you owe us, this will not stop us from doing so in the future.
- 14.4. If a court or other authority (such as Ofgem) tells us that a part of this contract is not valid, the rest of the contract will not be affected.
- 14.5. Nothing in this contract affects any of your statutory rights.
- 14.6. We may assign and transfer any or all of our whole rights and obligations under our contract with you (including any monies payable to us) without requiring your consent to a third party provided they have obtained all the licences and approvals from Ofgem or other regulatory authorities necessary for them to supply energy to you at your property. As a result, that party will acquire the rights and assume the obligations as if it had been the original party to the contract with you. We will be released from all of our obligations under your contract so assigned and transferred, and, from then on, your dealings will be with that party in respect of the rights and obligations assigned and transferred. You cannot assign or transfer any of your rights or obligations under your contract without first of all obtaining our consent in writing.

### 15. CONTACT

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- 15.1. Contacting us – You can contact us by email, phone or letter as follows. Any notices served under this contract need to be in writing.
- Address: **Good Energy, Monkton Park Offices, Monkton Park, Chippenham, SN15 1GH**
  - Email: **hello@goodenergy.co.uk**
  - Telephone: **0345 034 2400**

- 15.2. Contacting you – Unless we specifically state in your contract that we will communicate with you in writing or are otherwise required or choose to do so, any communication that we send to you under this contract will be via email. You can ask us to communicate with you using another method by emailing: [hello@goodenergy.co.uk](mailto:hello@goodenergy.co.uk) or calling us on **0345 034 2400**.
- 15.3. Any letters sent under this contract will be deemed to have been received 2 Working Days after the date that the letter was posted. Any emails will be deemed to have been received the Working Day after it was sent, provided that the sender does not receive an unreturned email.

## 16. EXTRA CONDITIONS IF YOU HAVE A SMART METER

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### General Terms

- 16.1. If we install a Smart meter in your Property, or you move home and your new Property already has a Smart meter installed, then your new Smart meter and either its in-home display or consumer access device (“CAD”) come with a few extra terms and conditions. Before we start to supply you with electricity you must let us know if you have a Smart meter installed.
- 16.2. For more information on Smart meters in general and how it all works, please see our customer guide shortly available at [goodenergy.co.uk](http://goodenergy.co.uk) or call our customer services team on 0345 034 2400 for more information.

### Other suppliers’ Smart meters

- 16.3. If another supplier installed the Smart meter we may not be able to use all of its functionality. We will try our best to tell you which functions will be available and which won’t be available, based on the information we have about your Smart meter. We may wish at our option to install a new Smart meter at the Property where you are using a previous supplier’s Smart meter.

### Ownership of your Smart meter

- 16.4. If the Smart meter, in-home display and/or CAD were installed or provided by us, they will be owned by us (or our representatives at all times). If you move home you will have to leave your Smart meter, CAD and/or in-home display behind. Nothing shall prevent you from switching your energy supplier at the Property and continuing to utilise the Smart meter, CAD and/or in-home display for the purposes of your new supply, although functionality may be limited and you should consult your new supplier for details on which functions are available to you.

### How we’ll use your Smart meter

- 16.5. You agree to let us use the Smart meter to manage your gas and/or electricity supply, these activities may include reading, repairing or updating your Smart meter, switching it from credit to prepayment, disconnecting your supply (in the circumstances we’ve set out in this contract) or monitoring the energy you use. In the majority of cases these activities will not involve us physically visiting your Property.
- 16.6. The Smart meter will record information about your energy use at the Property and we’ll send you bills based on the readings from your Smart meter. On certain occasions we might still have to estimate some of your bills, for example if we are unable to take a reading from your Smart meter.

16.7. Your in-home display or App will allow you to view the cost of the gas and/or electricity you're using, as you use it (excluding VAT). Please note that this reading might not always match up exactly with your bill. This is because for billing purposes the Smart meter will take a reading at 23.59 on each day and that reading will not take into account any discounts you may be entitled to or additional charges (such as for missed appointments) that we might add on or take off your bill. In addition any updated information about payments you have made may take a few hours to reach the Smart meter.

#### **Additional uses for the Smart meter**

16.8. You allow us to collect information from your Smart meter for as long as we supply you with energy. We'll only use the information from your Smart meter to do certain things, for example we may use your Smart meter for the following purposes:

- To send a bill;
- To take part in a government-approved trial;
- To monitor, repair or update the Smart meter, Smart display or any related systems;
- To switch the Smart meter from/to a credit meter from/to a prepayment meter in any circumstances where we are entitled to do so under the terms of the contract or under industry regulations, or if we have otherwise agreed with you that we will do so (provided that it is safe and reasonably practical for you to use a prepayment meter);
- To disconnect or discontinue the supply of energy to the Property in any circumstances where we can do so under the terms of the contract or under industry regulations;
- To monitor your energy use (including, for example, to help us to detect or prevent any fraud or theft);
- To allow us to provide you with data, analysis, usage readings on our App;
- To carry out research and analysis, create statistics and test computer systems;
- To tell you how you can make the Property more energy-efficient;
- To allow us to keep to our responsibilities or to exercise our rights under the contract and under any industry regulations; or
- To tell us how your Smart meter is working, for example if there have been any faults or damage.

16.9. We won't use the information from your Smart meter to sell you products or services from Good Energy or our partners, unless you've given us permission to do so.

#### **Frequency of readings**

16.10. The Smart meter will record information about your energy use at the Property during each half-hour period. If you are using the App this will take a snapshot of information from the Smart meter every ten seconds and your prior consent for this will be sought by us, which in most cases will be at the point you request a CAD. We may also need to take more frequent meter readings if you are on a Time of Use Tariff.

16.11. For calculating your bills, we will take meter readings from the Smart meter every day, unless you tell us you would prefer us to only take the reading once a month. Or we can take readings for each half-hour period during the day (for the purposes of billing) if you have specifically agreed we can do so.

16.12. You can contact us any time to make changes to the way in which we take readings from your Smart meter for the purposes of billing and amend your billing date and frequency.



### Keeping your Smart meter, in-home display and CAD safe and secure

- 16.13. You must take reasonable care not to damage, tamper or interfere with the Smart meter, in-home display or CAD. If you break the equipment, you may have to pay for us (or our agents) to come to your Property and repair it.
- 16.14. You must let us know immediately if:
- your Smart meter, in-home display unit or CAD gets damaged or stops working properly;
  - you have reason to suspect that the Smart meter, in-home display or CAD has been tampered with;
  - anything happens to the in-home display, CAD or Smart meter that might prevent us from being able to read your meter.
- 16.15. In the event your Smart meter, in-home display unit or CAD is found to be faulty then please contact us and we will agree steps with you to repair or replace your equipment.

### Requesting a new Smart meter

- 16.16. If you would like a Smart meter installed at your property you can apply for this at any time by contacting our customer services team on 0345 034 2400. We or our representative will arrange an appointment with you for an engineer to come out to your Property and install the Smart meter and either an in-home display or CAD.
- 16.17. To cancel any agreed appointments we require at least 48 hours' notice. Any appointments cancelled after this 48 hour time frame (or not honoured by you) may be liable to a late cancellation charge of £30 at our discretion.
- 16.18. At the point at which you decide you would like a Smart meter, you will be asked by us whether you would like to see information relating to your energy usage and charges on either an in-home display or via our App. If you opt to view your usage and charges information:
- via an in-home display, then we will install this device in your Property; or
  - via our App, then we will install a CAD in your Property.
- 16.19. You will not be charged by us for the installation of your in-home display if at any point you later decide to choose this option (save where damage, tampering or interference has occurred (as set out above in clause 16.13) or you have failed to cancel an appointment for installation (as set out above in clause 16.17)).
- 16.20. You will not be charged by us for the installation of your CAD unit if you opt for our App at the point in which you decide you would like a Smart meter. However, in the event you initially chose to receive information via an in-home display and then later decide you would like this information delivered to you via our App, we may charge you a fee of £15 to cover the installation costs of us installing a CAD.
- 16.21. Your use of the App will be governed at all times by our mobile application end-user licence agreement and any rules or policies applied by the relevant app store that you download the App from.
- 16.22. Use of the App may also be subject to in-app purchases and subscription fees from time to time, the cost of which we will advise you of. If you choose not to subscribe or make certain in-app purchases then the content and functionality you are able to access may be limited.

## 17. EXTRA CONDITIONS FOR PREPAYMENT CUSTOMERS

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### Payments and topping up

- 17.1. If you are a prepayment customer You must pay before you receive electricity and/or gas from us by topping up your meter. When you become a prepayment customer we will send you a tariff information label setting out our charges for supplying electricity and/or gas. You will always need to keep your meter topped up to cover all of the charges that you might owe us.
- 17.2. If you have a Smart meter operating in prepayment mode, you can top up by:
- using our pre-payment portal;
  - registering a credit or debit card, which can be used for auto top up, scheduled top ups or text top ups; and/or
  - by calling us on 0345 034 2400.
- 17.3. If you have a traditional prepayment meter you can top up by using your prepay key/card at participating shops.
- 17.4. We will not generally refund any unused credit on your meter. However, if you have a Smart meter operating in prepayment mode and you switch to another energy supplier we will try to refund any credit on your account to you. If you have a traditional prepayment meter we will try to transfer your unused credit to your new supplier. In either case, we will only do this if you have paid all amounts that you owe to us at the time.
- 17.5. If we change our prices:
- you'll be charged the new rates the next time that you top up if you have a traditional prepayment meter; or
  - you'll be charged at the new rates immediately if you have a Smart meter operating in prepayment mode.

### If you are having difficulty paying

- 17.6. You will not receive electricity and/or gas from us if you have not paid for it in advance.
- 17.7. If you've got into debt or otherwise not paid the full amount that is owed to us we may agree that you can repay the money that you owe us through a prepayment meter. You will make these additional payments by adding more credit to your meter in addition to the amount we would usually charge for energy that you use.
- 17.8. We may choose to offer you emergency credit if you run out of electricity and/or gas and cannot top up. We will come to an agreement with you as to how any emergency credit that we offer to you is to be paid back. This will usually be through making additional payments on top of the amount we would usually charge for energy that you use.

### Stopping being a prepayment customer

- 17.9. We will tell you if at any time you stop being a prepayment customer (for example because your Smart meter is operating in credit mode) and you will have to pay our monthly bills in accordance with clause 2. You can ask us to stop being a prepayment customer, but we won't make this change if you owe us money.

## 18. EXTRA CONDITIONS IF YOU ARE ON A FIXED-RATE TARIFF OR TIME OF USE TARIFF

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- 18.1. This clause applies from the time that you accept a Fixed-rate Tariff or a Time of Use Tariff in one of the ways set out in clause 1.2.

- 18.2. During the Fixed-rate Period the price you will pay for electricity and/or gas will be calculated according to the fixed-rate for your area, meter type and/or payment method set out in your Tariff Information Label. These prices could change to reflect changes to the rate of VAT chargeable on the electricity and/or gas that we supply or to reflect any costs or charges that we incur in connection with any action, anticipated action, order, decision or imposition by any governmental, regulatory, statutory or licensing authority.
- 18.3. During the Fixed-rate Period you must:
- pay by Direct Debit;
  - register for and maintain an online account with us with a valid and up to date email address; and
  - receive all invoices, statements and other communications from us by email.
- 18.4. If you receive your electricity supplies through related electricity meters, by applying for Fixed-rate Tariff or Time of Use Tariff you agree to us becoming the supplier for all electricity meters related to your supply. Other than in the circumstances described in clause 18.7, we will charge you the standing charge (at the rate set out in your Tariff Information Label) in respect of each related meter.
- 18.5. When you join a Time of Use Tariff we will need to make sure that we are able to take the required meter readings from your meter. Until we can do this, we will place you on a holding variant of the tariff and we will notify you of the unit rate and standing charge applicable to that variant. If we are not able to adjust your metering arrangements so that we can collect the required meter readings for any reason we will contact you to discuss switching you from the holding variant of the tariff to a more appropriate tariff.
- 18.6. If your tariff is a Time of Use Tariff we will apply a different unit rate to the electricity (but not gas) that you consume depending upon whether it is used during a "peak" or "off-peak" period for so long as we are able to take the required meter readings from your meter. The peak and off-peak periods applicable to your tariff are set out **here**.
- 18.7. If your tariff is a Time of Use Tariff and we are not able to take the required meter readings from your meter we may have to estimate your consumption during any affected time, as described in clause 16.6. We will also apply the unit rate and standing charge applicable to the holding variant of the tariff to electricity and/or gas that you use during any such periods. This is a single rate which does not differentiate between usage during peak and off-peak periods.
- 18.8. If your tariff is a Time of Use Tariff you authorise us to collect information about the electricity and/or gas that you use from your Smart meter with the required frequency. We require this information in order to make sure that we always charge you the correct price for the power that you use. You can tell us to stop collecting data at any time and we will do so. If you stop us collecting this data we will not be able to apply a different unit rate depending on the time of your consumption and we may switch you to a more appropriate tariff instead.

## **19. EXTRA CONDITIONS FOR PROMOTIONAL OFFERS AND BENEFITS**

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- 19.1. As a reward for being a Good Energy energy supply customer, we may from time to time offer you promotional offers or benefits which may be restricted to customers on specific Good Energy tariffs and/or other eligibility criteria within our sole discretion and are subject to their availability.
- 19.2. You may as a condition of your eligibility be asked to accept and be bound by additional terms and conditions relevant to the promotional offer or benefit, including terms and conditions of our partners and third parties.

- 19.3. Good Energy reserves the right without notice to void, withdraw, cancel or modify such promotional offers or benefits or their features or functionality at any time and provides no guarantee that they will remain available to you for a specific period of time. We will also cancel your access to promotional offers or benefits if you no longer meet its eligibility criteria.
- 19.4. Good Energy promotional offers or benefits are non-exchangeable, non-transferable and cannot be redeemed, refunded, re-sold or exchanged for cash or any other product.
- 19.5. The decision of Good Energy regarding any aspect of promotional offers or benefits is final.

## 20. EXTRA CONDITIONS FOR OUR REFER A FRIEND SCHEME

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- 20.1. From time to time we may offer rewards to you if you refer new energy supply customers to us. We will do this by providing you with a personalised link that you can share with your friends, family or colleagues.
- 20.2. We may also offer a reward to the individuals who are referred to us through a personalised link. If you become a customer by signing up to us through a personalised link, we will tell the person whose link you use that you have done so.
- 20.3. You are not eligible to refer your friends, family or colleagues or receive a reward if:
- you are under the age of 18 or are not resident in the UK; or
  - you are not an energy supply customer of Good Energy.
- 20.4. We will not give you a reward if:
- the person that you refer is already a Good Energy energy supply customer or has been our energy supply customer in the 12 months prior to us taking over their supply; or
  - the person that you refer does not use your personalised link (for example because they become a customer via another channel such as a price comparison website).
- 20.5. Your reward for a referral will typically be applied as a credit to your energy supply account. We may also choose to apply a credit to the referred customer's energy supply account. In either case, any credit will only be applied when we have taken over the supply of the referred customer and taken their first direct debit payment. We will not give you a reward if you are no longer our energy supply customer when the conditions have been satisfied. All rewards are given entirely at our discretion. Under no circumstances will we make a cash payment in respect of a referral.
- 20.6. Your personalised link is intended for personal use by your friends, family and colleagues. It should not be used by people who are not known to you or for your commercial benefit. We may monitor referrals to identify and prevent abuse (such as self-referrals, repeat switches or unusually short-tenure accounts). We may decide to deactivate your personalised link at any time and for any reason, particularly if we suspect that it has been used improperly.
- 20.7. We may debit any reward from your account if a customer that you have referred to us switches to another supplier within six months of us taking over their energy supply.
- 20.8. If you qualify for more than one referral incentive pursuant to this Contract, we reserve the right to give you just one incentive which we may choose.
- 20.9. We may, in our sole discretion, vary any and all elements of our refer a friend scheme at any time without notice or may withdraw our refer a friend scheme at any time.