

## General Terms and Conditions for the supply of electricity and/or gas to Micro Business Customers and Small to Medium Sized Business Customers

**These terms relate to the supply of electricity or gas (or both) by Good Energy to you which must be used entirely or mainly for business purposes.**

Your contract with us comprises and incorporates the following documents:

- your quote summary; and
- these general terms and conditions for the supply of electricity and/or gas to Micro Business Customers and Small to Medium Sized Business Customers (**General Terms**) and any other terms referred to herein,

(together, **Contract**).

We may update our terms and conditions from time to time in accordance with clause 7 (*Changes to your Contract*) and we'll show the most up-to-date versions on our website at **goodenergy.co.uk**.

### Meaning of words and phrases used in your Contract

In your Contract, the following words have the meanings shown below:

**Annual Consumption Details:** where we have been supplying the Property for at least a year and have up to date meter readings or consumptions, the volume of electricity or gas (or both) used in the last twelve months at the Property. Where we do not have that information, we use a best estimate based on industry standard consumption.

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

**Connection Point:** means the point of delivery of the supply of electricity to the Property from the electricity distribution system of the local Network Operator.

**Contract Start Date:** is defined in clause 1.2 of these General Terms.

**Customer, you, your:** the company or business named as 'the Customer' in your quote summary.

**Data Agent:** means a Data Collector and/or a Data Aggregator (in each case as defined in the Balancing and Settlement Code and that is acceptable to us acting reasonably).

**De-energise:** means in relation to any Connection Point any action to ensure that no electricity can flow through the Connection Point to or from the Property and De-energisation shall be construed accordingly.

**Direct Debit:** a preauthorised payment under which you authorise your bank to pay a fixed and/or variable amount of money directly to us at regular intervals, which may include a monthly deduction of an amount or a deduction of the full amount of any Bill outstanding.

**Disconnect:** removing the supply of electricity or gas (or both) to a meter at the Property (which may include removing such meter).

**Early Termination Fee:** has the meaning given in clause 8.8.

**Fixed-rate Tariff:** a unit rate tariff and standing charge in relation to the Supply to the Property which is generally fixed for a period of time.

**Fixed-rate Tariff Period:** if your quote summary expressly indicates a Fixed-rate Tariff will apply, the period commencing and ending at the times set out in your quote summary, unless this Contract is ended earlier in accordance with its terms.

**Force Majeure:** any event or circumstance which is beyond the reasonable control of a party and which results in or causes a failure of that party to perform their obligations under the Contract, provided that lack of funds will not be Force Majeure.

**Gas Transporter:** the person licensed to deliver gas and run the gas transport system for the area where the Property is located.

**Good Energy, we, our, us:**

- o in relation to the supply of electricity: Good Energy Limited (Company Number 03899612); and
- o 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 any of our assignees.

**Green Deal:** means a government scheme to allow for energy savings improvements paid for through the energy bills for the relevant premises in accordance with Chapter 1, Part 1 of the Energy Act 2011.

**Isolate:** means in relation to the Property, take such action as is required to ensure that no gas is able to flow directly or indirectly from the Gas Transporter's network to the Property.

**Lower Breach Volume:** the amount by which the volume of electricity supplied to a Connection Point is below the Lower Tolerance Limit.

**Lower Tolerance Limit:** the relevant Monthly Estimated Volume reduced by the Tolerance Allowance for that month.

**Meter Agent:** means a Meter Operator (as defined in the Balancing and Settlement Code) that is acceptable to us acting reasonably.

**Micro Business Customer:** a Person who:

- o has an annual electricity consumption of not more than 100,000 kWh or an annual gas consumption of not more than 293,000 kWh; or
- o has fewer than 10 employees (or their full time equivalent) and an annual turnover or annual balance sheet total not exceeding Euros 2 million.

**Monthly Estimated Volume:** the monthly estimated volume in respect of each Property set out in your quote summary,

**National Terms of Connection, or NTC:** the document relating to the supply of electricity which can be found at [connectionterms.org.uk](http://connectionterms.org.uk).

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

**Ofgem:** The Office of Gas and Electricity Markets, the government regulator for the electricity and downstream natural gas markets in Great Britain.

**Out of Tolerance Supplement:** the out of tolerance supplement set out in your quote summary.

**Person:** any individual, firm, company, unincorporated organisation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any other entity.

**Property:** the address you would like us to make a Supply to as set out in your quote summary and/or as added to the Contract in accordance with clause 1.10, or an address we make a Supply to (as applicable), provided that if this Contract is in respect of more than one Property, each reference to Property should be interpreted (unless determined otherwise by us, in which case it shall be interpreted as determined by us) as a reference to each property listed in your quote summary and each property added in accordance with clause 1.10 individually and all such properties together.

**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 supplier transfer.

**Supply:** the supply of gas, electricity or both as identified in your quote summary or (if there is no quote summary) the energy we actually supply, being gas, electricity or both.

**Supply Start Date:** means the indicative date set out in your quote summary on which the Supply will commence.

**Tolerance Allowance:** the tolerance allowance set out in your quote summary.

**Tolerance Band:** the range between the Upper Tolerance Limit and the Lower Tolerance Limit.

**Uniform Network Code:** the set of rules to which gas market participants are required to conform, which can be found at [gasgovernance.co.uk](http://gasgovernance.co.uk).

**Upper Breach Volume:** the amount by which the volume of electricity supplied to a Connection Point is above the Upper Tolerance Limit.

**Upper Tolerance Limit:** the relevant Monthly Estimated Volume increased by the Tolerance Allowance for that month.

**Variable-rate Tariff:** a plan for the Supply to the Property 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 bank holiday in England and Wales.

## 1 Your Contract

**1.1** You represent and warrant on an ongoing basis that:

- a.** you are the owner or occupier of the Property or have express authority from the owner or occupier of such Property to enter into the Contract;
  - b.** contingent on the Supply, the Property is connected to the Network Operator's electricity distribution system and/or the Gas Transporter's gas distribution network, or will be from the Supply Start Date we have agreed with you in your quote summary;
  - c.** the energy used at the Property is used totally or mainly for non-domestic purposes and is not a premises to which a Green Deal arrangement relates to;
  - d.** if you are a corporate entity (such as a limited company or limited liability partnership) you validly exist and are duly organised under the relevant laws and you have the necessary power, authority and internal approvals to enter into and perform your obligations under the Contract on behalf of the entity you represent; and
  - e.** if you are an individual, you are 18 years of age or over and have the mental capacity to enter into the Contract,
- and in the event that any of the warranties given above cease to be true and accurate at any time during this Contract, you shall inform us immediately in writing.

**1.2** Your Contract with us will start (your **Contract Start Date**) on the date:

- a.** you agree to accept our offer to make a Supply to the Property in accordance with the process set out in the quote summary; or
- b.** you move into a Property that we already make a supply to or otherwise become responsible for a Property that we supply.

**1.3** If we do not already Supply the Property, we can only start to Supply the Property when we have successfully taken over the supply of electricity and/or gas to the Property from your previous supplier(s) and are physically capable of making a Supply to you. We shall do our best to do this within 21 days of the Contract Start Date or (if later) the Supply Start Date agreed with you. If we have any problems taking over the supply, it may take longer but we shall do our best to do this as soon as reasonably practicable.

**1.4** If we already Supply the Property and your Contract with us is entered into in accordance with clause 1.2(b), you will be placed on our default Variable-rate Tariff from your Contract

Start Date. If you want to end your Contract in respect of the Variable-rate Tariff, you can (i) arrange for another supplier to supply electricity or gas (or both) to the Property and you do not have to notify us of your decision; or (ii) enter into a new contract with us in connection with the Supply to the Property.

**1.5** The Contract will continue unless you or we end it in accordance with clause 8 (*Ending this Contract*).

**1.6** If your Contract includes a Fixed-rate Tariff, we will send you a written notice before your Fixed-rate Tariff Period ends (for Micro Business Customers only, this shall be on or around 60 days prior to the end of your Fixed-rate Tariff Period). This notice will set out details of the default Variable-rate Tariff (being the tariff you will automatically move onto) that will apply if you do not enter into a new tariff with us and you do not switch to a new supplier prior to the end of your Fixed-rate Tariff Period.

**1.7** If we supply both electricity and gas to 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). This means that we may provide linked bills and deal with any complaints raised under both electricity and gas accounts jointly.

**1.8** If a meter or smart meter at the Property records supplies of electricity and/or gas to any parts of the Property that you do not own or use, you must tell us about it as soon as reasonably practicable. You will be responsible for paying for all of the energy that is supplied through each such meter unless we have agreed otherwise with you in writing.

**1.9** You must notify us in writing as soon as reasonably practicable if a tenant or occupier moves into the Property and provide us with their contact details. You will be responsible for paying for all the energy supplied to the Property unless a tenant or occupier that we have authorised has taken over responsibility for the Property and has entered into an agreement for supply with us.

**1.10** If you would like to add other properties to this Contract, please let us know. We shall be entitled to offer you a new quote or add the properties to your current contract as we decide at our sole discretion.

## 2 Our prices and charges

**2.1** Unless you entered into this Contract in accordance with clause 1.2(b), our main charges in connection with the Supply to the Property are

set out in your quote summary and further information on how we work out the charges you will pay for the supply of energy based on your specific tariff can be found in your quote summary. If your Contract with us is entered into in accordance with clause 1.2(b), you will be placed on our default Variable-rate Tariff. The main charges you pay for the Supply to the Property under our tariffs may vary from other Good Energy customers depending on the location of your business, please see your quote summary for details of any regional energy areas applicable to your Property.

**2.2** When deciding on a suitable payment method for you, we assess your individual circumstances. For example, we may 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 or pay a security deposit. We may 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** Our charges include:

- a standing charge that is applied to your Bill for the Supply every day. This is a fixed charge which goes towards meeting our fixed costs (for example, enabling the Supply 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 and/or gas at the Property;
- a charge for the amount of electricity and/or gas 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 each Bill we send you;
- any 'pass-through charges', which are charges levied by third parties for the supply of electricity to your business. If applicable these are detailed in your quote summary; and
- a charge if the Supply breaches any applicable Tolerance Band as follows:
  - The unit rate increased by the Out of Tolerance Supplement for any Upper Breach Volume; and
  - the unit rate multiplied by the Out of Tolerance Supplement for any Lower Breach Volume.

Full details of the charges are set out in your quote summary. If any charge or expense is incurred or

levied on Good Energy as a result of or in connection with the Supply to the Property which is referred to as being variable or not explicitly referred to as being fixed in your quote summary, you agree to reimburse Good Energy on demand in respect of such charge or expense.

## **2.4**

Our charges 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 reasonable costs and charges incurred by us which are not set out in your quote summary and you must pay these in accordance with clause 3 (*Paying your bill*) or we may (acting reasonably and at our option) vary the charges to take account for these costs. These costs may include (but are not limited to) 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 (in our reasonable opinion) your fault;
- where a new connection is required, our costs for installing the meter and/or metering equipment;
- our costs of inspecting and/or working on your meter when you ask us to but there is no problem with your meter;
- our costs of installing a new 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 recover money you owe us (including our reasonable administration costs and charges incurred);
- any charges we are charged by a third party as a result of any act or omission by you and/or at the Property;
- any costs and charges we incur where you fail to attend an agreed appointment with us and/or our agent or subcontractor;
- any costs and charges incurred by us as a result of you providing us with incorrect information;
- any costs and charges incurred by us due to a delay in us first making a Supply due to circumstances beyond our reasonable

control or as a result of incorrect information supplied by you; and/or

- o any costs incurred by us as a result of the way in which you pay for your supply.

**2.6** You must pay all UK taxes, levies, imports, duties and other fiscal charges which arise in connection with the Supply to the Property and you will reimburse us for any interest, penalties, liabilities and expenses (including reasonable legal costs) incurred as a result of your delay in paying. These include VAT and any Climate Change Levy (**CCL**) at the appropriate rates, on our prices and other charges in accordance with current legislation. We will include such amounts in your Bills.

**2.7** You will be charged VAT on the charges under your Contract at the standard prevailing rate unless the following conditions apply:

**a.** you send us a complete and valid VAT declaration that shows you do not have to pay the standard rate of VAT at the Property and this has been accepted by us; or

**b.** the supply to your Property is below the limits set by HMRC.

**2.8** We will charge you CCL at the maximum rate on the gas or electricity (or both) (as applicable) supplied to the Property, unless:

**a.** CCL does not apply; or

**b.** you have, no later than the Contract Start Date, provided us with a completed certificate from HMRC or the government setting out the percentage of supply by us to you that is eligible for relief from taxes, duties and third party charges (including CCL) and provided us with any update to such certificate no later than five Working Days prior to the applicable period, in which case we shall be entitled to charge you a reduced rate.

**2.9** If you give us incorrect information and we have not charged you enough VAT, CCL or any other relevant fiscal charges, you will be liable to us for all costs, losses and liabilities incurred by us, including where such liabilities are owed directly to HMRC.

**2.10** 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.

**2.11** It is important to note;

- o if your Contract includes a Variable-rate Tariff and/or your Fixed-rate Tariff Period has expired, we shall be entitled (at our sole discretion) to vary our prices at any point (and any number of times) throughout the duration of your Contract and shall be entitled to take into account factors which include wholesale market

conditions and/or any action, order, price-cap, or decision by any governmental, regulatory, statutory or licensing authority; and

- o if your Contract includes a Fixed-rate Tariff, we shall be entitled (at our sole discretion) during the Fixed-rate Tariff Period to vary our prices at any point (and any number of times) to take account of (among other things):
  - o any changes to any tax, duty and/or levy (and/or the rate of such tax, duty and/or levy and/or the methodology used to calculate such tax, duty and/or levy);
  - o any change in law and/or industry agreement and/or industry code;
  - o any requirement of the government; and/or
  - o any requirement for an additional authorisation, requirement, consent, permission, approval, resolution, license, or registration, by Ofgem or any other government body or competent authority; and/or
  - o any new tax, duty, charge and/or levy.

If your prices increase we will give you prior notice.

**2.12** You agree that prior to the Contract Start Date and from time to time during your Contract we may check your credit status, or that of your affiliates or directors of your business and/or partners with one or more third party credit reference agencies. You agree that we may give details of your name, address and payment records to such third party credit reference agencies and that your information may be processed by us and such third party credit reference agencies in connection with the Supply to the Property to help us make decisions about your ability to pay for the Supply. If we are not satisfied with any credit check result(s) or have concern for your ability to meet your payment obligations under the Contract, we may require you to pay a security deposit or change your method of payment with immediate effect. In the event that we make a request for you to pay a security deposit prior to the Supply Start Date, we reserve the right to not make a Supply until such security deposit has been provided.



### **3 Paying your Bill(s)**

**3.1** We'll send you Bills or statements, based on actual or estimated meter readings every month, unless we have agreed otherwise with you.

**3.2** You agree to pay us for the Supply to the Property and for other charges that apply under your Contract for the term of the Contract. You are responsible for paying each Bill and we may claim any money owed to us in connection with this Contract from you irrespective of whether you consumed electricity and/or gas at the Property.

**3.3** If you are a Micro Business Customer, we will only seek to recover charges from you for energy consumed in the last twelve months, unless you have behaved in an obstructive or unreasonable way.

**3.4** If you are not paying by Direct Debit, you must, in relation to each Bill we send you, pay the money you owe us in full within fourteen days of the date of that Bill and time will be of the essence under this Contract.

**3.5** If you pay by Direct Debit, we'll regularly review your Direct Debit amount so that it is consistent with your estimated annual billed consumption and may adjust your Direct Debit amount from time to time. We shall notify you at least ten Working Days before any changes to your Direct Debit are made.

**3.6** Every Bill that we send to you will contain the following information:

- the exact name(s), tariff type and payment method for your electricity and/or gas supply;
- your Annual Consumption Details; and
- if you are a Micro Business Customer, certain other applicable details (such as the date your Fixed-rate Tariff Period is due to end and what options you have to either continue or end your Contract)

**3.7** If you reasonably dispute any amount billed by us under your Contract, you must contact us immediately to provide details of the dispute in accordance with clause 11 of this Contract. If we have not resolved the dispute prior to the due date for payment of a Bill, you must pay the undisputed part of the Bill in accordance with the rest of this clause 3.

**3.8** If you do not pay any Bill by the due date for such Bill, we shall, without prejudice to any other rights we have and at our complete discretion, be entitled to:

- change your payment method;
- require you to pay a security deposit (see clause 4 below for more details);

- require you to agree a suitable payment plan with us to recover the debt;
- charge you interest on any amount remaining unpaid at the annual rate of 5% above the Bank of England current base rate; and/or
- De-energise, Isolate and/or Disconnect the Property (in accordance with clause 13.1).

**3.9** We may set off any amount you owe us under this Contract or any other contract between you and us against any amount we owe you under this Contract or any other contract between you and us. We can also use any security deposit that we may hold for any of your accounts to settle any debt you have under this Contract.

**3.10** We will exercise our discretion when deciding 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 2.5 or we may pay off your oldest debts first.

**3.11** 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 as soon as reasonably practicable.

**3.12** If we find out, after the end of your Contract, that any of the Bills we sent you were not accurate, we shall send you a revised Bill. If the revised Bill shows that you owe us money, you must pay this within fourteen days of the date of the revised Bill.

**3.13** If any Bill we send you in accordance with clause 3.12 shows that you have money left on your account, we may use this to pay off any money you owe us under any other contract between us. If, after following this process, your account remains in credit, we will return such amount to you within fourteen days of the date of the revised Bill, unless clause 8.7 applies.

**3.14** The terms of payment are based on your credit rating as assessed by us on or around the Contract Start Date. If this credit rating deteriorates, we may require amendment to the terms of payment and/or require you to pay a security deposit in accordance with clause 4 below.

**3.15** You may not deduct or set off any payments to be made by you under this Contract against any payments which may be due under any other contract from us.

### **4 Security deposit**

**4.1** We may at any time during the Contract require you to pay us a security deposit.

**4.2** If we require a security deposit from you, you shall provide it to us by the date we specify and clauses 4.3 to 4.6 shall apply to such security deposit.

**4.3** Any security deposit you pay to us will be held on trust for you and we may deduct from this any amounts which are due under this Contract or any other contract between you and us but which have not been paid.

**4.4** If any deduction is made to your security deposit, we may request a further security deposit be paid within five Working Days of the date that you are notified of the request for a further security deposit.

**4.5** We will pay interest on any security deposit to you on a daily basis at a rate of 0.5% per annum above the base rate of such high street bank in England as we shall nominate from time to time.

**4.6** If:

- o we terminate this Contract; or
- o we are no longer the registered supplier for the Property; or
- o you cease to be the owner or occupier of the Property and all amounts due to us have been paid in full,

we shall repay to you the unused balance of the security deposit (after having deducted any amounts which are due under this Contract or any other contract between you and us).

## **5 Meters and access to the property**

**5.1** If the meter readings for the Property are not read remotely you agree to provide us with meter readings as at the day we first make a Supply to the Property within five Working Days of such day. If you do not provide such meter readings we will estimate your meter readings which may result in us issuing a Bill with an over-payment or under-payment. We will correct any such over-payment or under-payment as soon as practicable once we have received correct and accurate actual meter and consumption data.

**5.2** To help make sure each Bill is accurate, it is essential that you give us meter readings upon our request (which, in any event, shall be no less than twice per year). If we do not receive a meter reading or reasonably believe such meter readings to be incorrect we will contact you to request a further meter reading. If we consider any further meter reading to also be incorrect we may apply our best reasonable estimate. For customers with smart meters, information on readings can be found at clause 19 (*Extra conditions if you have a smart meter*).

**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 are unable to install a meter to be installed within a reasonable time of the Contract Start Date then we may terminate the Contract by giving you not less than thirty days' prior notice.

**5.4** You must take all reasonable care to make sure that any meter and the metering equipment at the Property is not damaged, tampered with or interfered with. You must also ensure that the meter and its housing is compliant with all applicable regulations and not dispose of or use the meter other than to comply with your obligations under this Contract.

**5.5** If there is any damage, a fault or other problem with the meter or the metering equipment at the Property, or if you think it has been tampered with, you must notify us immediately and provide us with any information we might require in relation to such damage, fault or other problem.

**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 at the Property in the following circumstances:

- o at all reasonable times on reasonable prior notice for any reason that relates to the Supply to the Property and/or any of the 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
- o 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 is not, you must allow us to move the meter to a suitable position. We may charge you for the cost of moving the meter unless it was our fault that the original meter position was located in a position which was unsuitable.

**5.8** If your meter is replaced because you have opted to upgrade it or because a different meter is required due to your own business requirements then any installation, maintenance or replacement shall be at your own cost.



**5.9** If the Property is half hourly metered (as set out in your quote summary):

- o you are entitled to appoint your own Meter Agent in respect of the Property, but you shall be responsible for all costs associated with that Meter Agent and shall ensure that any Meter Agent you appoint remains a Meter Agent; and
- o you are entitled to appoint your own Data Agent if the quote summary indicates that Data Agent fees are not included in the Fixed-rate Tariff or Variable-rate Tariff (as applicable), but you shall be responsible for all costs associated with that Data Agent and shall ensure that any Data Agent you appoint remains a Data Agent.

**5.10** If you do not appoint (in respect of the Property) your own Meter Agent and/or Data Agent when you are entitled to in accordance with this Contract or the person you have appointed ceases to be a Meter Agent and/or Data Agent (as applicable), we shall be entitled to appoint a Meter Agent and/or Data Agent (in respect of the Property) and charge you (in addition to all other charges) any costs, expenses, losses and liabilities we incur in connection with such appointment and/or the events and/or actions leading to such appointment.

**5.11** For the purposes of the Contract, each meter at the Property shall be deemed to be accurate unless either party is notified by the other in writing that its accuracy is disputed. Where such notification is given, we shall arrange for the relevant meter to be examined in accordance with the Electricity Act 1989 or the Gas Act 1986 (as relevant) as soon as practicable. Except where we own the meter, you shall be responsible for all costs incurred as a result of such examination if the meter is found to be inaccurate beyond the margin of error permitted under the Electricity Act 1989 or the Gas Act 1986 (as relevant). If the meter is found to be accurate within the margin of error permitted under the Electricity Act 1989 or the Gas Act 1986 (as relevant), then the costs of such examination shall be paid by the party issuing the written notice under this clause 5.11.

## **6 About your Supply**

**6.1** We can refuse to make a Supply to the Property or stop or reduce the Supply to the Property with immediate effect if any of the following circumstances apply:

- a. the supplier you want to leave prevents us from making a Supply to the Property;

- b. we, the Gas Transporter, the Network Operator and/or another supplier has stopped your supply and we are not required to reconnect or continue your supply under the terms of one or more of our licences;
- c. it is not reasonable for us to continue to Supply the Property, for example, where you have an outstanding balance and we have obtained a court warrant to disconnect the Property;
- d. there is an emergency which affects the Supply to the Property;
- e. something we have no control over, including Force Majeure, prevents us from supplying the Property;
- f. we are told to stop making a Supply to the Property by Ofgem, the Gas Transporter, the Network Operator and/or pursuant to any direction given under any statutory enactment and/or regulation and/or or we can legally stop making a Supply to 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 and/or gas); and/or
- g. we are not satisfied that the metering arrangements at the Property are appropriate for supply under the terms of your Contract, and if any one or more of the above does apply, you will not use, or will restrict your use of gas or electricity (or both) for the period you are told to do so.

**6.2** Ownership of electricity and gas will pass to you at the relevant meter at the Property.

**6.3** You must ensure that no electricity or gas that is supplied to your Property is on-supplied to anybody and no demand side response activities are carried out at the Property, in each case without our prior consent.

## **7 Changes to your Contract**

**7.1** We may change any of the terms of your Contract at any time, including where we are required to do so as a result of Ofgem making changes to one or more of our licences.

**7.2** If any of the changes we make pursuant to clause 7.1 above put you at a disadvantage, we will notify you of this prior to the changes taking effect and you will have the right to terminate the Contract in accordance with clause 8.1 and/or clause 8.2.2 of this Contract (as applicable).

**7.3** If we need to withdraw a tariff that applies to your Contract we will let you know in writing prior to this taking effect and provide details of the tariff we propose to transfer you on to.

**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. 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.

**7.5** If you wish to vary the Contract, you will submit details of the requested change to us in writing however we shall be under no obligation to accept such requested changes.

## **8 Ending this Contract**

**8.1** If you are a Micro Business Customer the remainder of this clause 8.1 shall apply:

**8.1.1** you have up to fourteen days starting from your Contract Start Date or the day after you receive a written copy of the principal terms in relation to the Contract (if later) and ending no later than the date falling twenty eight days prior to your Supply Start Date (the **Cooling Off Period**) to cancel this Contract with immediate effect. You may do this by providing written notice to us (including by email) or by phoning us at any time during the Cooling Off Period.

**8.1.2** if your Contract includes a Fixed-rate Tariff Period you may end this Contract with immediate effect by switching supplier at any point with effect from expiry of your Fixed-rate Tariff Period;

**8.1.3** if your Contract does not include a Fixed-rate Tariff Period you may end this Contract at any point by switching supplier. Your Contract will end on completion of a successful switch; and

**8.1.4** if your Contract has terminated but you are still responsible for the Property and we are making a Supply to the Property you may end this Contract with immediate effect by switching supplier at any point.

Where you seek to end this Contract by switching supplier we will complete the transfer to your new supplier as soon as reasonably practicable and in any event within 5 Working Days of the Relevant Date unless you request otherwise or we stop you switching because you have not paid us for any amounts due under the Contract.

For the avoidance of doubt the provisions of clause 8.2 below shall not apply to any of the circumstances set out in this clause 8.1.

**8.2** Without prejudice to clause 8.1, you can send us a written termination notice at any time and:

**8.2.1** this Contract shall end upon our receipt of such notice if you entered into this Contract in accordance with clause 1.2(b); or

**8.2.2** in any other circumstance, this Contract shall end thirty days after our receipt of such notice, but

you may need to pay us an early termination fee in certain circumstances. Please see clause 8.8 for more detail.

**8.3** If you cease to be the owner or occupier of the Property you must give us at least thirty days' prior notice to include: the date you intend to vacate the Property, your new address and the details of any new owner or occupier of the Property.

Without prejudice to clause 8.1, your Contract will end:

- a. on the later of your vacation date or thirty days after you tell us that the supply is to be disconnected; or
- b. upon any earlier assumption of responsibility by the new owner of the Property taking effect (to our reasonable satisfaction); or
- c. on any other date agreed by us in writing.

**8.4** If you are moving premises and you want us to continue to supply electricity or gas (or both) at your new premises, we may be able to transfer your tariff to your new premises. If we agree a transfer with you, the prices you will pay for your supplies may be different from the prices in your old premises because of regional variations in our prices or a change in metering. We will provide prior notice of any increases to your prices to the extent these apply.

**8.5** It's important that you provide us with a meter reading when you end this Contract. If you do not give us a meter reading at that time, we will 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.

**8.6** We can end this Contract immediately by giving you written notice if:

**8.6.1** you fail to pay an amount properly due and payable to us under this Contract;

**8.6.2** you fail to pay a security deposit in accordance with clause 4 of this Contract;

**8.6.3** you are in material breach of the Contract and, if such breach is capable of remedy, you fail to remedy the breach to our reasonable satisfaction within thirty days of receipt of a written notice;

**8.6.4** any of the representations and warranties set out in clause 1.1 are false, inaccurate or misleading at the time that they are made;

**8.6.5** you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business;

**8.6.6** we reasonably believe that an unauthorised use of electricity and/or gas has occurred at the Property and/or the metering equipment at the Property has been tampered with for personal gain and/or a theft of electricity and/or gas has occurred at the Property and you shall indemnify us for all costs we reasonably incur as a result of any such acts;

**8.6.7** in circumstances under which you:

- a.** have a receiver or similar officer appointed over all or a material part of your assets or undertaking;
- b.** pass a resolution for winding-up (other than a winding-up for, or in connection with, any solvent restructuring) or a court makes an order to that effect or a court makes an order for administration;
- c.** enter into any arrangement with your creditors (other than relating to a solvent restructuring); and/or
- d.** are unable to pay your debts as they become due in the ordinary course of business;

**8.6.8** we cease to hold one or more of the relevant licences to supply the Property;

**8.6.9** the Property ceases to be a premises to which we are able to make a Supply to and/or are permitted to make a Supply to;

**8.6.10** we are unable to transfer the Property from your existing supplier(s) to us for reasons outside of our control within a reasonable period;

**8.6.11** you gave us false, incomplete or inaccurate information which we have used in assessing your suitability for us supplying you;

**8.6.12** keeping to any clause in this Contract means we would be breaking the law;

**8.6.13** you fail to notify us if a tenant, sub-tenant or occupier moves into the Property in accordance with clause 1.9;

**8.6.14** you attempt to change the supplier of energy to the Property; and/or

**8.6.15** we are unable to obtain satisfactory credit check results in relation to you (as determined by us) by the Supply Start Date.

**8.7** 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, we will tell you about the amounts owed to you. We do not have to pay you this money where:

- a.** we have made a reasonable effort to pay you the money and twelve months has passed since we first told you of the final amount we owed you; or
- b.** we cannot send the money we owe to you because you have not given us a forwarding address, twelve months has passed since the

Contract ended and we have taken reasonable steps to return it to you.

**8.8** Subject to clause 8.10, if your Contract includes a Fixed-rate Tariff and you terminate the Contract and/or we terminate the Contract in accordance with clause 8.6, in each case before the end of the Fixed-rate Tariff Period, we shall be entitled to charge you an early termination fee in addition to all other fees and charges payable by you. This early termination fee will be an amount equal to (a) (if we make a supply of electricity to the Property) the Fixed-rate Tariff for electricity (being your unit charge per kWh and standing charge) multiplied by the aggregate volume of electricity (in kWh) that we estimate would have been consumed at the Property for the remainder of the Fixed-rate Tariff Period had the Contract not terminated early; plus (b) (if we make a supply of gas to the Property) the Fixed-rate Tariff for gas (being your unit charge per kWh and standing charge) multiplied by the aggregate volume of gas (in kWh) that we estimate would have been consumed at the Property for the remainder of the Fixed-rate Tariff Period had the Contract not terminated early (the **Early Termination Fee**).

**8.9** You agree that the Early Termination Fee represents a genuine pre-estimate of the losses, costs and expenses that we will suffer as a result of the early termination of this Contract.

**8.10** You will not have to pay an Early Termination Fee if we make any changes to this Contract and the provisions of clause 7.2 and/or clause 7.3 apply to such changes. For the avoidance of doubt you will also not have to pay an Early Termination Fee if either your Contract does not include a Fixed-rate Tariff or you are a Micro Business Customer and terminate your Contract during the Cooling Off Period in accordance with clause 8.1.1.

**8.11** This Contract shall automatically end if Ofgem chooses another supplier to provide energy to the Property.

**8.12** The ending of this Contract will not affect any rights which may already have accrued to either party prior to the Contract ending, nor any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination.

## **9 Liability**

**9.1** Nothing in this Contract shall limit or exclude liability for death or personal injury caused by negligence, wilful default, fraud or fraudulent misrepresentation.

**9.2** Subject to clause 9.1 we shall have no liability to you under or in connection with this Contract for

any of the following: loss of profits, economic loss, damage to reputation or goodwill, loss of expected future business, any special, indirect or consequential loss and/or damages payable to any third party (including loss resulting from loss or corruption of or damage to any electronically stored data or computer software) and/or any loss arising in connection with the quality and/or the specification of any gas and/or electricity we supply to the Property.

**9.3** If a Force Majeure affects you, you shall:

- a.** promptly tell us by phone and/or email about the nature and extent of the Force Majeure, how it is affecting you and why it is causing the failure or delay in performance of your obligations under this Contract;
- b.** take all reasonable steps to reduce, as far as possible, the effect of the Force Majeure on you and take all reasonable steps to carry out your obligations under this Contract.

**9.4** Neither party shall be liable to the other for any breach of the Contract directly or indirectly caused by Force Majeure, provided that if your Contract includes a Fixed-rate Tariff and a Force Majeure affects you at any time before the end of the Fixed-rate Tariff Period, we shall be entitled to charge you for the reasonable losses and costs we incur by selling electricity or gas (or both) that has not been supplied to the Property, but which we had arranged in anticipation of such supply.

**9.5** You acknowledge that our obligations and liabilities in respect of the supply of electricity and/or gas to the Property are exhaustively defined in the Contract. You agree that:

**9.5.1** the express obligations and warranties made by us in the Contract are in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind, explicit or implied, statutory or otherwise relating to anything supplied or services provided under or in connection with the Contract including (without limitation) as to the condition, quality, performance, merchantability or fitness for purpose of the electricity supplied under the Contract; and

**9.5.2** given the nature of the relationship between you and us, the complex nature of the services to be provided and the availability of insurance, the exclusions and limitations of liability and warranties as set out in the Contract are fair and reasonable in all the circumstances.

**9.6** Subject to clause 9.1, our total liability to you (whether for breach of contract, in tort (including negligence) or otherwise) under or in connection with the Contract shall not exceed £100,000.

## **10 Using personal information**

**10.1** We are committed to protecting your personal information and data. We want to be transparent about how we use your personal data and may process information which can personally identify you, your employees, workers, contractors, agents, clients, tenants or customers for the purposes of supplying you with gas and/or electricity. 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 by post upon request.

**10.2** We may 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.

**10.3** 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 and may share this information with Ofgem and other parties who are interested (such as other energy suppliers, landlords and housing associations). We may use this information to make decisions about you and your colleagues and employees and how likely we think you are able to pay for your electricity and/or gas and future energy services. This may include recording sensitive personal information such as criminal offences you or your employees or colleagues have been accused of. Also, if the electricity and/or gas supply to your property has previously been tampered with, or if electricity and/or gas has been stolen, or we suspect that it has 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.

**10.4** 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 new supplier so that they can begin supplying you.

**10.5** 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:

- 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, fraud prevention and law enforcement agencies (for example, the police and HM Revenue & Customs) may also use this information;
- b. Good Energy and other organisations may also access and use the information credit reference and fraud prevention agencies give us. For example to: check your identity; prevent and detect fraud and money laundering; manage credit and credit related accounts or services; recover debt; check details on proposals and claims for all types of insurance; and check details of employees;
- 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 may 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 we tell a credit reference agency that you have not repaid 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 may keep records for up to six years after your account with Good Energy 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. we may contact credit reference agencies to confirm that any addresses you provide are

the same as those shown on publicly accessible registers (i.e., Companies House).

**10.6** If you provide 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 10.1 to 10.6. 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.

**10.7** You are entitled to have a copy of the information we hold about you, and to have any inaccurate information corrected.

## **11 Complaints and dispute resolution**

**11.1** You can find out more about our complaints procedure and how to complain about any service received from us

at [www.goodenergy.co.uk/customer-care/help-topics/complaints/](http://www.goodenergy.co.uk/customer-care/help-topics/complaints/).

**11.2** If you have any questions relating to the Supply to the Property or this Contract, please call us on **0345 034 2400**.

**11.3** Any dispute arising out of or in connection with the Contract that remains unresolved between the parties for a period of thirty days or more may be referred by either you or us for consideration by a senior manager or a director of each party. Any such referral must be a written statement to the other party setting out the facts relevant to the dispute.

**11.4** Following receipt of a statement pursuant to clause 11.3, the parties shall use reasonable endeavours to resolve the dispute in good faith within fifteen days.

**11.5** If the parties fail to resolve the dispute in accordance with clauses 11.1 and 11.4 then, without prejudice to clause 12.2 but subject to clause 14.2, either party may pursue any remedies that it may have under this Contract or at law. The terms of the Contract shall continue to apply during any dispute resolution process.

**11.6** Once a dispute is resolved and unless otherwise directed by a court of law, any disputed amount payable by you to us, or by us to you shall be paid within five Working Days together with interest accrued due to the delay in payment from the date the original disputed invoice was due to the date on which payment for the actual amount determined in accordance with this clause is paid.



## 12 Independent advice

**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 03454 440 1624.

**12.2** If you are a Micro Business Customer and have followed the steps in our complaints procedure in full and your complaint still has not been resolved within eight weeks or we have sent a final response and you are not happy with our response, 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/energy](https://ombudsman-services.org/energy) or call the Ombudsman Services: Energy helpline on 0330 440 1624.

## 13 Disconnection of supply

**13.1** Without prejudice to any other right we have, we shall be entitled to De-energise, Isolate and/or Disconnect the Property in the event that:

- a.** a Force Majeure occurs and/or we believe it is required to avoid dangerous circumstances occurring and/or to prevent us from breaching any legislation, regulation, direction given under any statutory enactment and/or regulation and/or licence requirement;
- b.** an accident or emergency does or is likely to affect the local electricity Network Operator's distribution system, the electricity and/or gas transmission systems and/or the Gas Transporter's gas distribution system;
- c.** the Supply to the Property is improperly used and/or if we have reasonable grounds to suspect theft of electricity and/or gas at the Property and/or tampering with metering arrangements at the Property and/or if the Supply to the Property is likely to cause damage or interference with the Network Operator's electricity system or the Gas Transporter's gas system;
- d.** you are in breach of this Contract (including where you fail to pay us any amount under or in connection with this Contract by the applicable due date); and/or

- e.** no gas or electricity (or both) is used at the Property (as the case may be) for six consecutive months.

**13.2** We shall have no liability to you in connection with any De-energisation, Isolation or Disconnection and you shall be liable for all costs we incur in connection with any De-energisation, Isolation and/or Disconnection and all costs we incur in connection with the re-establishment of the supply of electricity or gas (or both) to the Property.

## 14 General terms and conditions

**14.1** You cannot transfer any of your rights or obligations under this Contract without our prior written consent (such consent not to be unreasonably withheld). We shall be entitled to assign and/or sub-contract all or any of our rights and/or obligations under this Contract without your consent and you shall do all things we reasonably require in connection with such a transfer.

**14.2** The laws of England apply to all matters in connection with this Contract and the parties submit to the exclusive jurisdiction of the courts of England.

**14.3** Any waiver by you or us of any breach by the other of this Contract shall only be effective if given in writing and shall be without prejudice to any other or future breach of the Contract.

**14.4** If any provision of the Contract is declared to be invalid or unenforceable by any competent authority, such finding shall not affect the validity of the remaining provisions of the Contract.

**14.5** Nothing in this Contract affects any of your statutory rights.

**14.6** If there is an inconsistency between these terms and conditions and any other documents comprising the Contract then these terms and conditions prevail.

**14.7** If you comprise more than one person (for example a partnership) then your obligations and liabilities under this Contract are joint and several.

**14.8** The documents comprising the Contract shall constitute the entire agreement between you and us in respect of the Supply to the Property. The Contract shall take precedence over any inconsistent or conflicting specification or other document supplied by you, or implied by law, trade, custom, practice or course of dealing.

**14.9** If at any time either of us chooses not to enforce any part of this Contract, this will not stop either of us from doing so in the future.

**14.10** Any reference in this Contract to "including" will be read as "including without limitation".



**14.11** clause, schedule and paragraph headings shall not affect the interpretation of this Contract.

**14.12** Any person who is not a party to this Contract will not have any rights under or in connection with it whether by virtue of the Contracts (Rights of Third Parties) Act 1999, or otherwise.

**14.13** Each party acknowledges and agrees that in entering the Contract it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Contract or not) other than as expressly set out in the Contract except in the case of fraudulent misrepresentation.

**14.14** Except for those expressly set out in the Contract, all warranties, conditions, representations and undertakings (including any and all warranties, conditions, representations and undertakings implied by statute, common law or otherwise) are excluded to the fullest extent permitted by law.

**14.15** Internet communications are not always secure and we do not accept legal responsibility for any message sent electronically. You are responsible for verifying its authenticity before acting on the contents. Where we send electronic communication to you we cannot guarantee that they are virus-free and we do not take responsibility for virus checking.

## **15 Contact**

**15.1** You can contact us by email, phone or letter using the details provided below. Any notices served under this Contract must be in writing.

- o Address: Good Energy, Monkton Park Offices, Monkton Park, Chippenham SN15 1GH
- o Email: customerservices@goodenergy.co.uk
- o Telephone: 0345 034 2400

We may change these contact details at any time.

**15.2** Any notices that we send to you under this Contract will be sent to the address specified in your quote summary. If your contact details change at any time during the Contract you must promptly provide us with written notice of this.

**15.3** Any notices sent under this Contract will be deemed to have been received if delivered personally, when left at the address referred to above and acknowledged by the receiving party; or if sent by post, two business days after the date of posting.

## **16 Extra conditions for electricity supply**

**16.1** If we supply the Property with electricity under this Contract, we are acting on behalf of your Network Operator to make an agreement with you. The agreement is that you and your Network Operator both accept the National Terms of Connection (**NTC**) and agree to keep to its conditions. This will happen from the time that you enter into this Contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your Network Operator delivers electricity to, or accepts electricity from, your home or business. **In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms exist.** If you want to know the identity of your Network Operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU: phone 0207 706 5137, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

## **17 Extra conditions for gas supply**

**17.1** You must tell us beforehand if you expect the amount of gas you use at the Property to increase or reduce materially. We cannot guarantee to supply you with more gas than the yearly quantity or the maximum capacity the transporter has registered and made available to the Property. You may have to pay extra charges associated with providing such extra quantities.

**17.2** If your gas usage exceeds 732,000kWh per year then we will require you to provide us with three named F12/24 emergency contacts who may be reached 24 hours per day.

**17.3** If there is a gas emergency, we and/or the Gas Transporter may instruct you and/or the emergency contacts to stop using gas.

## **18 Extra conditions if you use a broker or intermediary**

**18.1** We will not discuss anything to do with your Contract with your broker or intermediary unless we have received valid written authority from you authorising us to do so. You can update or cancel your authority at any time by providing us with a written update. Unless you specifically state otherwise, we will treat this written authority as valid for the duration of your Contract.

**18.2** It is your responsibility to pay each Bill, even if you have appointed a broker or intermediary to do this on your behalf. We reserve the right to correspond with and take appropriate action against you directly in the event your broker or intermediary fails to pay a Bill.

**18.3** Where you have authorised us to work with a broker or intermediary on your behalf, this does not prevent us from contacting you directly at any time including in relation to any terms of your Contract.

**18.4** You will indemnify us against any action, or inaction, or negligence on the part of the broker or intermediary which hinders our ability to perform our obligations under this Contract or places us in potential breach of any of our licence or industry requirements.

### **19 Extra conditions if you have a smart meter**

**19.1** If we install a smart meter in your Property, or you move premises and your new Property already has a smart meter installed, then your Contract comes 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.

#### **Other suppliers' smart meters**

**19.2** If another supplier installed the smart meter we may not be able to use all of its functionality and we may choose, at our option, to install a new smart meter at the Property.

#### **Ownership of your smart meter**

**19.3** If your smart meter, in-home display and/or CAD were installed or provided by us, it will be owned by us (or our representatives at all times). If you move premises you will have to leave your smart meter, in-home display and/or CAD behind. Nothing shall prevent you from switching your energy supplier at the Property and continuing to utilise the smart meter, in-home display and/or CAD 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**

**19.4** 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, 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.

**19.5** 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.

**19.6** If you have an in-home display or App it 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**

**19.7** You allow us to collect information from your smart meter for as long as we supply you with energy. 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 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 to help us to detect or prevent any fraud or theft;
- 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.

**19.8** 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**

**19.9** 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.

**19.10** For calculating your bills, we will default to taking meter readings from the smart meter every day to record actual usage. We also offer the option of monthly readings at your request 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.

**19.11** 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.

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

**19.12** 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.

**19.13** You must let us know immediately if:

- your smart meter, in-home display 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; or
- anything happens to the smart meter, in-home display or CAD that might prevent us from being able to read your meter.

**19.14** In the event your smart meter, in-home display 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**

**19.15** 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 2401. We or our representative will arrange an appointment with you for an engineer to come out to your Property and install the smart meter.

**19.16** 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.

**19.17** You may 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.

**19.18** 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 19.12) or you have failed to cancel an appointment for installation (as set out above in clause 19.16)).

**19.19** 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.

**19.20** 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.

**19.21** 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.