

# General Terms and Conditions for supply to non-half hourly electricity and/or gas business meters



**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 used for business purposes.**

Your contract with us comprises the following documents:

- these general terms and conditions for the for supply to non-half hourly electricity and/or gas business meters (**General Terms**);
- specific terms and conditions relating to your tariff or product (if any) (**Specific Terms**); and
- your welcome pack or application form which includes the Tariff Information Label

We may update your General Terms or Specific 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](http://goodenergy.co.uk)

## Meaning of words and phrases used in this contract

In this contract, when the following words are used they 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, we use the volume 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, we use a best estimate, based on industry standard consumption.

**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.

**Contract:** means:

- these general terms and conditions for the for supply to non-half hourly electricity and/or gas business meters ;
- the specific terms and conditions relating to your tariff or product (including its principal terms); and
- the welcome pack or application form which includes the Tariff Information Label;

all of which are entered into between you and us.

**Cooling Off Period:** is defined in clause g of these terms and conditions.

**Customer, you:** The company, business, individual or individuals named as 'the customer' under the heading 'Your contract' in your welcome pack or application 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 Specific Terms.

**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.

**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 Reach Monkton Hill Chippenham SN15 1EE and shall include our assignees.

**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 16.1 of these terms and conditions.

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

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

**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.

**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

### 1.1 You confirm that:

- you are responsible for or that you use the Property;
- the Property is connected to mains gas or mains electricity (or both) (unless you tell us otherwise);
- the energy used at the Property is used totally or mainly for non-domestic purposes; and
- You have the necessary authority to enter into this contract on behalf of the organization you represent and if you are a partnership you agree that we may claim any money owed to us under this contract from you or any one or more of your partners.

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

- a. we (or a third party agent acting on our behalf) both agree on the phone or by e-mail or web-chat that we'll supply electricity and/or gas to you;
- b. we receive a duly signed application form in respect of the supply of electricity or gas (or both) to you and we have indicated our acceptance to you in writing;
- c. for website applications, once you have clicked to agree that you accept these terms and conditions; or
- d. 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 clause 1.2 (a, b or c) 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 · your old supplier prevents us from taking over the supply;
- the information we have from you relating to the supply is incorrect or incomplete, 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.

### 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; 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 default variable tariff from this date and we will notify you of the Specific Terms that apply to our default variable tariff. 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 before your fixed-rate tariff ends (on or about 60 days before the end of the contract), in line with the Specific Terms for that tariff. 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. Your Specific Terms will set out what will happen to transition you in the event that within 20 days after the end of your fixed-rate tariff you switch energy supplier.

### 1.8 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).

### 1.9 If your meter or smart meter supplies any parts of the Property that you do not own or use, you must tell us about it. You will be responsible for paying for all of the energy that is supplied through your meter or smart meter unless we have agreed otherwise with you in writing.

### 1.10 You must tell us if a tenant or occupier moves into the Property and send us their contact details. You will be responsible for paying for all the energy at the Property unless a tenant or occupier that we have authorised has taken over responsibility for the Property.

## 2 Our prices and charges

**2.1** Our prices for supplying electricity or gas (or both) are set out in the Tariff Information Label 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 Specific Terms. 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 Property.

**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). 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;

- 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** You must pay UK taxes and duties, including VAT and any climate change levy (**CCL**) at the appropriate rates, on our prices and other charges in accordance with current legislation. Good Energy will add such amounts to your bills.

**2.7** Good Energy will charge you VAT on supplies of gas or electricity (or both) to the site, this will be at the standard prevailing rate unless the following conditions apply:

- a. you send us a completed, valid VAT certificate that shows you do not have to pay for gas and electricity at the standard rate of VAT at the Property. If you do this, we will charge you VAT at the appropriate reduced rate from the date we receive the form on all or part of your supply that is eligible for the reduced rate of VAT as shown by the percentage you declare on your VAT certificate; or
- b. the supply to your site is below the limits set by HMRC. If this is the case, we will automatically charge you VAT at the reduced rate

- 2.8** Good Energy will charge you CCL on the gas or electricity (or both) you use, unless:
- a.** CCL does not apply; or
  - b.** you qualify for an exemption or discount from the full CCL rate (in line with Schedule 6 of the Finance Act 2000) and have supplied us with a completed, valid PP11 form. If you want to claim exemption or discount from CCL, it is your responsibility to supply form PP11 to us [in hard copy form or scanned and sent via email]. You must review the basis on which your PP11 is calculated at least annually and supply an updated PP11 if your calculations change. If you did not have a valid form PP11 in place but were entitled to an exemption or discount for prior years for which we have supplied you, you may submit PP11 forms seeking retrospective application of the exemption or discount for a maximum of four years.
- 2.9** In the event you give us incorrect information, Good Energy will not be legally responsible to you or anyone else if we have not charged you enough VAT or CCL. You will be responsible for paying the difference to us if we demand on an invoice, or directly to HMRC if they demand.
- 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 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 at least 30 days' notice and you will be entitled to cancel the contract.
- 3 Paying your bill**
- 3.1** We'll send you bills or statements, based on actual or estimated meter readings every three months or, where you have requested, every month.
- 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 if you are a partnership you agree that we may claim any money owed to us under this contract from you or any one or more of your partners.
- 3.3** 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.
- 3.4** 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.
- 3.5** 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.
- 3.6** 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; and
  - your Personal Projection.
- 3.7** 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.
- 3.8** If you do not pay your bills as you have agreed to under this contract, we can ask you to:
- subject to clause 3.11, 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
  - change your meter to a prepayment meter.
- 3.9** If you do not pay your bills we may apply for a warrant to replace your credit meter with a prepayment meter. 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.
- 3.10** We may only change your payment method if we have provided you with a notice covering the following information at least 30 days ahead of such changes taking effect.
- 3.11** 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.

- 3.12** 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.
- 3.13** 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.
- 3.14** 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.
- 3.15** 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, 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.
- 3.16** If the new bill we send you (in line with clause 3.15) shows that you have money left on your account, we may use this to pay off any money you owe us under another contract.
- 3.17** 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 3.16 unless clause 8.5 applies.
- 3.18** The terms of payment are based on your credit rating at the date of this supply contract, if this credit rating deteriorates Good Energy may require amendment to the terms of payment or require you to post security satisfactory to Good Energy.
- 3.21** You may not deduct or set-off any payments to be made under this clause 3 against any payments which may be due under any other contract.

#### **4 Deposit**

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 or if your credit rating deteriorates. 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 where you pay by a prepayment meter unless you are changing from a prepayment meter to a credit meter.

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

- 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 you 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 19.
- 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.
- 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 on reasonable prior notice 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**

**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;
- 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;
- 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 satisfied that your metering arrangements are appropriate for supply under these terms and conditions.

**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**

**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 notify you in writing in the event that any changes disadvantage you at least 30 days 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 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 8.2), 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 days of the day that the price rise or change takes effect.

**7.3** If we withdraw a tariff that applies to this contract we'll let you know what tariff we propose to transfer you on to. We'll let you know in writing at least 42 days 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 days following the day that the change takes effect; or
- within 30 days of us telling you that we may stop you switching to another supplier (in line with our rights under clause 8.2), 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. 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

### 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 at least 28 days' notice, provided that you have also (a) paid us any monies you owe us and (b) 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 your new supplier may agree to you transferring your debt to them at the same time as switching to them. If your new supplier objects to the transfer of this debt we can stop you switching your supply.

### 8.2 If you are moving premises 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.

### 8.3 If you are moving premises and you do 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 inform you of any changes in prices.

### 8.4 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.

### 8.5 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'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.

### 8.6 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 you fail to comply with a material obligation and fail to remedy the breach to our reasonable satisfaction within 28 days of receipt of a written notice;
- You suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business;
- Your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the contract have been placed in doubt;
- You take any step or action in connection with entering administration, liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring) being wound up (either voluntarily or by order of the court, unless for the purpose of a solvent restructuring) having a receiver appointed to any of its assets or ceasing to carry on business;
- 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.

### 8.7 If this contract ends for any reason, neither of us will lose any rights we already have. 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 3.13, 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.

### 8.8 If you end the contract for a fixed-rate tariff before the end of the fixed-rate period, you may have to pay an Early Termination Fee under the Specific Terms of your tariff.

### 8.9 You will not have to pay an Early Termination Fee if:

- you cancel a contract that is not for a fixed-rate tariff;
- you complete a switch to another supplier at any time after we give you notice that the fixed-rate term is ending; or

**8.10** The ending of this contract will not affect any rights which may already have accrued to either party, any provision that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## **9 Our liability**

**9.1** Nothing in this contract shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, or agents; or
- fraud or fraudulent misrepresentation.

**9.2** Subject to clause 9.1, we will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

- loss of actual or expected profit or savings;
- indirect or consequential loss;
- loss of income, business, information or data, reputation or goodwill;
- any loss or damage due to circumstances beyond our reasonable control;
- any interruption to your supply of electricity or gas (or both);
- action we are obliged to take under our electricity or gas supply licence;
- loss which is caused by you not keeping to your responsibilities under the contract, including, without limitation your failure to comply with any instructions issued to you in connection with this contract; or
- loss or damage caused by the transporter or network operator in excess of the amount we are entitled to recover from them on your behalf.

**9.3** Subject to clauses 9.1 and 9.2 Good Energy's total liability to you in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed £100,000.

## **10 Using personal information**

**10.1** We're 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 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.

**10.2** Good Energy may also monitor and record any communication we have with You, including

phone conversations and emails, to make sure we are providing a good service and to make sure Good Energy is 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 people 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 site 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 Good Energy suspects fraud, we will pass Your details to credit reference and fraud prevention agencies. Law enforcement agencies (for example, the police and HM Revenue & Customs) may use this information.

- b.** Good Energy and other organisations may also access and use the information credit reference and fraud prevention agencies give us to, for example to:
- i. check Your identity;
  - ii. prevent and detect fraud and money laundering;
  - iii. manage credit and credit related accounts or services;
  - iv. recover debt;
  - v. check details on proposals and claims for all types
  - vi. of insurance; and
  - vii. check details of employees.
- c.** when Good Energy asks 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 the residential address You provide is the same as that shown on the restricted register of directors' usual addresses at Companies House.

**10.6** If You give us information on behalf of someone else, You confirm you have given them the information set out in this contract, and that they have given permission for us to use their personal information in the way we have described in clauses 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 Our complaints procedure

**11.1** 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** 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/helptopics/complaints**.

**11.2** If you genuinely disagree with the amount billed to you, you must let Good Energy know in writing within 14 days of your bill being issued and provide us with any information that supports your view. If after fully reviewed your bill and the information you have provided us we believe that we owe you money or you owe us money then we will tell you in writing.

## 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**. To find out more visit **citizensadvice.org.uk/energy** or call the Citizens Advice helpline on 03454 440 1624.

**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/energy** or call the Ombudsman Services: Energy helpline on 0330 440 1624.

## 13 Disconnection of supply

**13.1** Good Energy may De-energise any site in the event of:

- a.** force majeure, to avoid dangerous circumstances whereby Good Energy may be in breach of legislation, regulations or licence requirements; or

b. in case of accident or other emergency affecting or likely to affect the local electricity network operator's distribution system, transmission system or the gas transportation system through which You receive Your supply or if the Secretary of State gives a direction under Section 34 of the Electricity Act which necessitates De-energising Your supply.

**13.2** Good Energy may also De-energise Your supply if it is improperly used, if Good Energy has reasonable grounds to suspect theft of electricity and / or gas or tampering with metering arrangements or if Your supply is likely to cause damage or interference with Your local electricity network operator's system or the gas transportation system.

**13.3** Good Energy will not be responsible for any loss or damage of any kind whether direct or indirect and whether or not foreseeable resulting from any such De-energisation. You should note that Good Energy will not be responsible for any loss or damage resulting from the use of any apparatus or equipment at the Property even if Good Energy has inspected or tested such equipment.

#### **14 General terms and conditions**

**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.

**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.

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

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

**14.9** Neither of us has entered into this contract in reliance on any representation or warranty from the other not fully reflected in these terms and conditions.

#### **15 Contact**

**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 Reach, Monkton Hill, Chippenham SN15 1EE
- Email: [customerservices@goodenergy.co.uk](mailto:customerservices@goodenergy.co.uk)
- Telephone: 0800 254 0000

**15.2** Contacting you – Any notices that we send to you under this contract via the communication preference that you have selected. You can let us know of any changes to your correspondence address at any time by visiting our Communication Preference Centre at [goodenergy.co.uk/preferences/login](https://goodenergy.co.uk/preferences/login).

**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. Any letter delivered by hand is deemed to be received on the day it was delivered.

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

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**16.1** 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  
([www.connectionterms.co.uk](http://www.connectionterms.co.uk)).

**16.2** The NTC only applies to the supply of electricity to you. There is no similar agreement for the supply of gas to you.

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

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**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 your 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 or the network operator may instruct the emergency contacts to stop using the gas.

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

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**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 states otherwise, we will treat your written authority as valid for the duration of your energy contract.

**18.2** It is your responsibility to pay your bills, 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 as expected.

**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 with us.

**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**

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### **General terms**

**19.1** If you have a smart meter, additional terms and conditions will apply. You can find these at: [goodenergy.co.uk/smart-meter-business](http://goodenergy.co.uk/smart-meter-business)