

We believe in keeping things as clear and simple as possible including our Terms and Conditions.

## 1. Definitions

In these Terms and Conditions, the following words have these meanings:

**Contract** – these Terms and Conditions together with the contract confirmation letter.

**Fixed Price** – the price agreed for the Fixed Price Period.

**Fixed Price Period** – the period during which the price charged will not vary (subject to paragraph 5).

**Fixed Price Review** – the process during which we agree the price and terms that will apply at the end of the current Fixed Price Period or Fixed Term Contract.

**Fixed Term Contract** – a contract that runs for a specific duration that may also include a Fixed Price Period.

**Network Operator(s)** – the companies that maintain the electricity and/or gas distribution systems that supply your Premises.

**Premise(s)** – the address(es) where the Services will be provided.

**Service(s)** – the product(s) to be provided.

## 2. Contract

This Contract is between you and E.ON Energy Limited for the supply of Services. It is not for Services where usage is primarily for domestic purposes.

Unless we supply you on a Fixed Term Contract, this Contract will run continually until you or we end the Contract in accordance with these Terms and Conditions.

If you move into Premises where we already supply the Services, this Contract takes immediate effect. Otherwise, the terms of this Contract apply from the date of acceptance. You will need to terminate any existing contract(s) with your current supplier.

Where we do not already supply the Services to your Premises, supply of Services to your Premises requires the successful transfer from your current supplier(s). Where this is not possible, we may cancel this Contract. If there is any delay in this transfer due to circumstances beyond our reasonable control, we will not be liable for any additional costs you may incur. Any Fixed Term and/or Fixed Price Period will commence from the date we supply you.

If you are agreeing this Contract for a limited company, partnership or other organisation, you confirm that you have the necessary authority. If you are a sole trader you confirm that you are over the age of 18.

If you are a partnership or other organisation, you and the other partners or officers will be jointly and severally liable under this Contract.

This Contract is governed by the laws of England and Wales. Nothing in it affects your statutory rights. We and your Network Operator(s) may rely on our rights set out in Electricity and Gas legislation and our Licences. Your Network Operator(s) may enforce any provision of this Contract in which they have rights. You may not assign this Contract without our consent. We may transfer our rights and obligations in these Terms and Conditions to another company. If we do so, your right to cancel this Contract will be unaffected.

## 3. Changes to these Terms and Conditions

We may make changes to these Terms and Conditions by giving you written notice. If we make a change that is significantly to your disadvantage, you can end the Contract before the change applies by calling the number provided in the notification letter within 10 days of the date of the letter. You will then have 28 days to transfer the Services to another supplier before the changes occur.

## 4. Ending the Contract and changing supplier

If you are in a Fixed Price Period and/or a Fixed Term Contract, you can only end this Contract during the Fixed Price Review (see paragraph 6), unless we have changed these Terms and Conditions significantly to your disadvantage (see paragraph 3).

If you are in a Fixed Price Period and/or a Fixed Term Contract, you can end this Contract at any time but you need to provide us with 28 days notice by one of the means set out below. We will write to you confirming the price that will apply if the Services have not transferred to another supplier when your termination notice ends. You must pay all outstanding bills before you can leave.

Please use one of the following means to notify us if you want to end the Contract:

- by calling the number provided in the notification letter where applicable, or by calling 0800 056 4867
- in writing to Contract Terminations, PO Box 9042, Sherwood Park, Annesley, NOTTINGHAM, NG15 5AZ
- by email to [smecontractterminations@eon.com](mailto:smecontractterminations@eon.com)
- by fax on 0115 877 5755

Your Contract with us will end when your transfer to the other supplier is completed. Ending the Contract will not affect any outstanding rights or obligations. No discounts will be applied to the final bill.

Where our electricity and gas licences allow, we may stop you from changing supplier where:

- you have any balance outstanding, or
- you pay by Direct Debit and there is a debit balance on your most recent statement that has not been paid, or
- you are supplied on a Fixed Term Contract, or
- you are within a Fixed Price Period, or
- you have not provided the required 28 days notice, or
- you ask us to

If you breach the terms of this Contract or become in any way bankrupt or insolvent, we may end it immediately and supply you on alternative terms.

This Contract will end if Ofgem nominates another supplier to provide electricity and/or gas to the Premises.

## 5. Price

Your prices are based on what you have told us and we may change them if:

- you move, add or remove sites (see paragraph 9), or
- you change your payment method (see paragraph 7), or
- you make changes to your supply (see paragraph 12), or
- the information used is found to be incorrect.

We may change your prices if there is a change in taxation or government levies which affects or applies to the supply of energy.

If this Contract is for more than one site and we cannot successfully transfer the Services for all sites, we may need to adjust the price for the site(s) successfully transferred.

If you are in a Fixed Price Period, we will not change your price for its duration, except as highlighted above.

If you are supplied on a Fixed Term Contract without a Fixed Price Period, we may change your prices to reflect increases in direct costs by providing not less than 30 days written notice.

If you are not in a Fixed Term Contract or a Fixed Price Period, we may change the price of this Contract by letting you know in writing.

## 6. Fixed Price Review

This is the opportunity for you and us to agree the price and terms that will apply at the end of the current Fixed Price Period or Fixed Term Contract.

- the review starts 120 days before the end of the Fixed Price Period or Fixed Term Contract. You can contact us for a price at this point if you wish to. This is also the earliest opportunity for you to notify us of your desire to end the Contract.
- we will write to you with our offer within the first 60 days of the review and this offer will be valid for 21 days from the date of our letter. The expiry of the 21 days is the last opportunity for you to notify us of your desire to end the Contract.
- if you do not contact us during the Fixed Price Review, we will implement our offer from the last day of the current Fixed Price Period or Fixed Term Contract.
- if you wish to end the Contract, please notify us by any one of the four means set out in paragraph 4. You must pay all outstanding bills before you can leave.
- if you end the Contract, we will write to you confirming the price that will apply if the Services have not transferred to another supplier by the end of the Fixed Price Period or Fixed Term Contract.
- if your new supplier attempts to take the Services with an effective date prior to the end of the Fixed Price Period or Fixed Term Contract, we will prevent them from doing so.
- if you do not let us know of your desire to end the Contract, but still attempt to change supplier, we will prevent you from doing so.
- you can only end a Fixed Term Contract at the end of its term.

## 7. Billing and payment

For each billing period, we will invoice you for the Services provided under this Contract unless you pay by fixed monthly Direct Debit, in which case we will send you statements detailing consumption, payments and charges for the Services provided under this Contract. We will charge you £3 if you request a copy invoice or statement.

A meter reading is taken as proof of your usage unless your meter is found to be faulty. Either of us can arrange for the meter to be tested, but you will have to pay for the test if you request it and the meter is found to be accurate. If a meter reading is unavailable or we reasonably believe it to be inaccurate, we may invoice based on your own meter reading or our reasonable estimate and you shall pay this invoice. Any subsequent accurate meter readings will supersede our estimate.

If you wish to dispute any invoice, please discuss this with us immediately. Any undisputed portion of the invoice needs to be paid in accordance with these Terms and Conditions. After an agreement is reached or any proceedings determined, the amount payable shall be paid within 7 working days.

Where your Contract terms include payment by Direct Debit, the first payment may be claimed up to 28 days prior to the start date. Where your Contract terms are other than by Direct Debit, payment is due within 14 days of the date shown on your bill.

We will credit payments to your account to the oldest part of the balance first. If we need to split an account for more than one Service or for multiple Premises we will use the most recent invoice as the basis. We may offset debits against credits between Services or multiple Premises.

If you cancel your Direct Debit or you do not pay on time, you will lose any applicable discount and we may increase your prices by giving you not less than 14 days written notice. We may also charge you interest on any outstanding debt at 4% above the base lending rate of The Royal Bank of Scotland plc (which may change from time to time).

You agree to pay our reasonable costs for recovery of money owing and unpaid under this Contract, including (but not limited to):

- Fee for a failed cheque £10
- Fee for a failed Direct Debit £10

We may require you to take your supply through a prepayment meter or require you to pay a security deposit. We may disconnect your supply (remotely if your metering supports this) if you do not pay us or refuse to provide a security deposit when asked. We will charge you our costs.

Please tell us immediately if you have difficulty paying. Other payment options may suit you better.

#### 8. Access to your Premises

You need to allow access to the Network Operator(s) or any person authorised by us. In a gas emergency, we or the Network Operator may require you to stop using gas. Where your gas usage exceeds 732,000kWh per year, you need to provide us with named emergency contacts and telephone numbers to enable access 24 hours per day. You need to notify us immediately if these should change.

#### 9. Moving, adding or removing sites

If you move, or wish to add new sites or remove any sites that you no longer own from this Contract, please give us at least 48 hours notice and provide a meter reading. Adding any sites will be subject to the successful transfer from your current supplier in accordance with paragraph 2. We will discuss any price implications with you.

Where moving or removing site(s), please tell us who in future will be responsible for the Services. If you do not tell us, we will continue to charge you and you will be liable for these charges until:

- you comply with the above, or
- we next read the meter, or
- another business takes responsibility for the Services.

We will add any balance from the site(s) to your account or send you a final invoice.

#### 10. National Terms of Connection for electricity

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 business. If you want a copy of the NTC or have any questions about it, please write to:

Energy Networks Association, 18 Stanhope Place, London, W2 2HH,  
Phone 0207 706 5137, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

For information : supply characteristics

The electricity delivered to your Premises through the distribution system will normally be at one of the voltages stated below and will have the frequency, number of phases, and margins of variation associated with it:

- Connection voltage and permitted variations:
  - at 400/230, 460/230 and 230 volts – plus 10% or minus 6%.
  - at high voltage, typically 11000 volts – plus or minus 6%
- Number of phases of supply: at 400/230 volts – three: at 460/230 volts and 230 volts – one.
- Frequency of supply and permitted variations: at all voltage levels – 50 hertz, plus or minus 1%

#### 11. Service availability

Your Services may be interrupted or of lower quality due to circumstances outside our reasonable control or that of the Network Operator(s).

#### 12. Changes to your electricity or gas supply

You need to contact us, or your Network Operator(s) if required, and secure our agreement if you wish to install generating equipment or modify or exceed the design features of your connection. You will have to pay the costs. If your electricity usage or reactive power changes significantly, we may need to fit a new meter and provide an alternative Contract.

Please tell us if you appoint your own metering agent; we will provide an alternative Contract.

If your electricity maximum demand exceeds your authorised supply capacity we may make additional charges.

If, for electricity, you exceed 100kW, you will need to install half-hourly metering at your cost and agree an authorised supply capacity with the Network Operator, this may involve additional costs. This Contract will end and you will be supplied under different terms. If you refuse to do this we may pass on our additional costs.

We may charge you our costs if you damage the meter on your Premises.

#### 13. Data Protection and Credit Reference Agencies

For you (and your officers, where appropriate), we will check our own records and those of a Credit Reference Agent (CRA) to make a decision about the products and services we offer you. CRA data will include public, electoral register, Companies House, shared credit and fraud prevention information. Where the individual consent is required we will not proceed further without that consent. The CRA check will leave a footprint on your file which may be seen by other lenders.

We will share details about your application and how you conduct your account, including payment details with CRAs who will record this information. If you fail to pay your bills in full and on time, or as arranged we will share this information with a CRA who will record the outstanding debt. CRAs may share this information with other organisations that may perform similar checks to trace your whereabouts and recover debt. Records remain on file for six years after they are closed whether settled or defaulted.

This information will also be used by us and others to recover debt, trace debtors and prevent money laundering and fraud. If you give us false or inaccurate information we will record this and may pass this information to organisations involved in crime and fraud prevention.

If you are making a joint application or tell us that you have a spouse or financial associate, we will link your records together so you must be sure that you have their agreement to disclose information about them. CRAs also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

We may contact you for research purposes. Unless you tell us otherwise, we will provide you with up to date information on other products, services and special offers we provide.

For more details of how your data may be used please visit our website [www.eonenergy.com](http://www.eonenergy.com).

Calls may be monitored or recorded for training purposes.

#### 14. Liability

We and the Network Operator(s), are not liable for any indirect or consequential loss (both of which include, without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss), or damage beyond our reasonable control however caused (including as a result of negligence). We are liable for death or personal injury caused by our negligence. The maximum compensation payable by any of us for any incident or related series of incidents (excluding death or personal injury) will not exceed £100,000 in any calendar year.

E.ON Energy Limited, Registered Office:  
Westwood Way, Westwood Business Park, Coventry CV4 8LG.

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