

E.ON Track and Save Terms and Conditions

Please read these terms carefully

1 Definitions

We/us/E.ON – E.ON Energy Solutions Limited, our agents and companies within the E.ON UK plc group.

You/your - the person or people who have entered into the contract with us. If this is more than one person, each person will be jointly and severally liable for any money owed to us. This means we will be entitled to claim all of the money owed from any person.

Contract - these Terms and Conditions and 'Your details' shown overleaf.

Energy - electricity and/or mains gas.

Network operator(s) - the companies that maintain the electricity and/or gas distribution systems that supply your premises.

Premises/Home – the domestic address where we will provide the services as set out 'Your property'.

Plan/Product - the combination of energy, discounts and payment method which form this contract.

2 Contract

This contract is between you and us for the supply of energy. This contract is governed by the laws of England and Wales for supply in England and Wales and by the laws of Scotland for supply in Scotland. Nothing in it affects your statutory rights. We may transfer our rights and obligations in these Terms and Conditions to another company. If we do so, your right to cancel the contract will be unaffected.

We and your network operator(s) reserve and maintain 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 it has rights.

3 Changes to prices or this contract

We may change your prices and/or discounts (unless plan-specific additional Terms and Conditions apply) or other terms of this contract.

If we do make changes to your significant disadvantage, we will notify you of when they will take effect. If you do not accept the changes, you can end this contract by telling us within 14 days of receiving our notification and arrange your switch to a different supplier. If you do this, the changes will not affect you unless your transfer to a new supplier does not take place within six weeks. In that case we reserve the right to implement the new terms.

4 Ending this contract

If you have recently asked to switch your energy supply to us, you have 14 days from the date you entered into this contract to stop the switch.

If you wish to cancel the contract after this date, the contract will end when your

transfer to another energy supplier is complete. We will close your account to the final meter reading. No discounts will be applied to the final bill and you must pay the balance in full. If you have not paid an outstanding energy balance, we may stop you switching that energy supply to another supplier. This contract will end if Ofgem nominates another supplier to provide energy to the premises.

5 Meter readings

We will ensure where possible your meter is read every two years.

If we do not have a customer or actual meter reading, we will estimate your bill based on your previous usage. If this is not available we will use industry averages to estimate your energy consumption.

We will use meter readings as proof of your energy usage unless your meter is found to be faulty.

Either of us can arrange for the meter to be tested. If you ask for a test by an independent meter examiner you must pay for the test in advance. If the meter is found to be accurate, the charges will not be refunded. Charges for meter testing will be based on reasonable costs.

6 Statements and billing

You will receive bills, or if you pay by monthly Direct Debit you will receive statements, from us detailing your energy consumption approximately every three months unless:

- we tell you otherwise
- your energy is supplied through a prepayment meter, in which case we will send you a statement at least annually with details of your energy consumption

We will calculate the number of kilowatt hours you use in accordance with the Gas Act 1986.

If applicable, we will remove from your bill or statement any no mains gas discount if we discover that your premise is connected to or is subsequently connected to the mains gas network.

7 Payment

You agree to pay us as set out in Your Payments detailed overleaf unless subsequently agreed otherwise. Payment is due immediately if we send you a bill.

We will credit payments against outstanding balances on your account in the following priority; oldest energy charges followed by the oldest non-energy charges. If we need to split an account for more than one service or multiple premises we will use the most recent bill as the basis.

Querying or disputing your bill or statement. If you dispute a bill or statement please contact us immediately. We will work with you to resolve the issue.

You must pay or arrange to pay any undisputed amount.

What happens if you do not pay. If you do not pay promptly we may:

- ask you to pay by another method;

- remove your discount that applies to the following bill;
- ask you for a security deposit;
- change the frequency that we send you bills;
- fit or activate a prepayment meter to recover any money you owe us for energy (this may mean you pay more for the energy you use);
- request a guarantor;
- disconnect your energy supply.

We may charge you our reasonable costs to recover any money you owe.

These costs may include but are not limited to:

- returned cheques or unpaid Direct Debits;
- visiting a property to collect money you owe;
- obtaining a warrant;
- fitting a prepayment meter;
- disconnecting your energy supply.

If you pay by monthly Direct Debit we may amend your payment amount if your consumption varies, you switch plans, you have an outstanding balance or there is a price change. We will contact you as required in the Direct Debit Guarantee.

8 Other charges

We may charge you our reasonable costs if:

- you damage our equipment or equipment provided by your network operator(s) unless this damage could not have reasonably been prevented;
- you fail to take reasonable steps to protect our equipment or equipment provided by your network operator(s);
- you ask us or our agents to visit your premises unnecessarily

9 Credit Reference Agencies

We will check our own records and those of a Credit Reference Agent (CRA) to make a decision about the plans and services we offer you. CRA data will include public, electoral register, shared credit and fraud prevention information. 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 who 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.

10 Data Protection

We will use information we have about you and your account to administer and manage your account. These uses include, but are not limited to, market research, billing and providing up to date information on energy efficiency and safety issues. Your records may also be shared with other organisations and used by us and them to recover debt, trace debtors and prevent money laundering or fraud. Unless you tell us otherwise, we will provide you with up to date information on other plans, services and special offers we provide. Calls may be monitored or recorded for training purposes.

11 Moving home

If you move home:

- you must give us at least 48 hours notice or we will continue to charge you until:
 - you tell us you have moved;
 - we next read the meter;
 - another person takes responsibility for the energy supply.
- We will close your account to the final reading and you must pay the balance in full.

If you continue to be supplied by us at your new home, new prices may apply and you will retain any final bill discounts from your previous home.

12 Access to your home

You must allow your network operator(s) or any person authorised by us access to your premises to carry out services.

In a gas emergency, we or your network operator(s) may require you to stop using gas.

We, and your network operator(s), will take reasonable care when working in your home.

13 Interfering with equipment

If you take, or attempt to use energy by interfering with our, or the network operator's equipment, we may disconnect your energy supply, calculate how much you owe us, bill you for charges and prosecute.

14 Liability

We and your network operator(s) are liable for death or personal injury caused by our negligence.

We are responsible for any loss that is a foreseeable consequence of our breach of this contract, negligence or breach of statutory duty. We are not liable for any other loss including:

- those caused by an event or circumstances beyond our reasonable control;
- any business losses.

15 Connections and your supply

National Terms of Electricity Connection. Your supplier is acting on behalf of your

electricity network operator to make an agreement with you. The agreement is that you and your electricity 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 premises. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF: phone 0207 706 5100 or visit the website at connectionterms.co.uk.

Alternative contract. You must tell us if you appoint your own metering agent or change the use of your premises to business purposes.

Availability of supply. Your energy supply may be interrupted or of a lower quality due to circumstances outside our reasonable control or that of your network operator.

Track and Save Terms and Conditions

These Terms and Conditions are additional to those above and only apply to customers on our Track and Save plan.

16 Track and Save electricity and gas

The energy prices and the Track and Save end date are set out in Your Plan This plan provides a guarantee that your bills will be cheaper than British Gas' Standard bills for existing customers until the date set out in Your Plan.

The guarantee only applies to customers who pay by fixed monthly Direct Debit, or promptly in full each quarter or month by cash or cheque, and continue to pay in this way. The guarantee does not apply to online plans or customers who have Heatwise, Economy 10, Economy 18 or Restricted Hours Tariff meters, or consume less than average annual consumption (gas 20,500 units, unrestricted electricity 3,300 units, Economy 7 electricity 2,970 day units and 3,630 night units).

Our Track and Save plan is available for unrestricted and Economy 7 metered customers only. Our Track and Save plan is available for Dual Fuel unrestricted and Economy 7 and gas only customers. Our Track and Save plan is not available for Prepayment, Heatwise, Economy 10, Economy 18 or Restricted Hour Tariff (RHT) customers.

If you move home you can take your Track and Saver plan with you but different prices may apply dependent upon the location of your new home.

If you have chosen our Dual Fuel Track and Save plan and you switch your electricity and/or gas to one of our other plans or another supplier, we will end your Track and Save plan and you will be switched to one of our standard plans and sections 1 to 15 of these Terms and Conditions will continue to apply.

17 Ending Track and Save

Following your Track and Save end date;

- if you have both electricity and gas or single gas we will switch you to another similar plan or one of our standard plans;
- if you have electricity only you will be switched to our standard plan.

We will contact you in advance to notify you of your new contract Terms and Conditions and applicable prices for the plan which is being offered