



Terms and Conditions

For Small and Medium Enterprises
(SMEs) including Micro-Businesses.

Effective no later than **6 March 2012**

e.on

Contents

Section 1 Taking over Premises we supply, or where a contract hasn't been agreed	page 4
Section 2 Switching to E.ON	page 6
Section 3 Checking your credit status	page 7
Section 4 For Fixed Price Plans agreed from 1 January 2010 onwards	page 9
Section 5 For Fixed Price Plans agreed before 2010 and Fixed Term Plans	page 12
Section 6 For 28 Day Notice Plans	page 15
Section 7 Changes to your premises	page 16
Section 8 Leaving for other reasons	page 17
Section 9 What happens when you want to leave	page 18
Section 10 Who's who?	page 20
Section 11 What you pay	page 21
Section 12 Bills and statements	page 24
Section 13 Paying us	page 25
Section 14 Tracking your energy usage	page 27
Section 15 Your energy supply	page 28
Section 16 Personal data	page 31
Section 17 The small print	page 33
Section 18 Glossary	page 36

What does the symbol > mean?

This symbol points you towards specific details in other documents – usually in your [Welcome Pack](#), [Renewal Offer Letter](#) or [Contract Confirmation Letter](#).

About these Terms and Conditions

Together with the > Your Plan section of your [Welcome Pack](#), [Renewal Offer Letter](#) or [Contract Confirmation Letter](#), these [Terms and Conditions](#) form a legally binding [Contract](#) with us.

You should keep all the details safe, along with the letters we send you. Together, they contain the details about the [Plan](#) you're on, and what will happen at the end of that [Plan](#). They also tell you what you can expect from us, and your rights and responsibilities.

When we use words and phrases with a specific meaning – like '[Services](#)' and '[Plan](#)', we write them with initial capital letters and define them in the Glossary in section 18.

Is this document right for you?

These [Terms and Conditions](#) are for all [Small and Medium Enterprises](#) (SMEs) including [Micro-Businesses](#) that use our [Services](#).

These are typically customers who have less than 20 sites, use less than 1 GWh of electricity through Non Half-Hourly metering and/or less than 1.5 GWh of gas each year.

They don't apply to [Premises](#) which are mainly for domestic use. You can find those [Terms and Conditions](#) at: eonenergy.com/termsandconditions.

Section 1

Taking over Premises we supply, or where a contract hasn't been agreed

1.1 When would this apply to me?

This section applies if you've become **Responsible** for **Premises** where we're the **Registered Supplier** of gas, electricity or both - but you haven't agreed an energy **Plan** or any pricing with us.

We call this having a **Deemed Contract** with us.

You may also be on a **Deemed Contract** if we supply energy to the **Premises** and your supply has been accidentally transferred to us in error or **Ofgem** has appointed us as your supplier, and you've not agreed an energy **Plan** or any pricing with us.

1.2 What this means to you

Our **Standard Terms and Conditions** - which you can find in sections 10-18 of this document - apply to you from the moment you become **Responsible** for the **Premises**.

You have to pay us for the energy you use at the Deemed prices which we detailed in your **Welcome Pack**. You should also call us on 0845 301 4881 to confirm your prices. We're here weekdays, 9am to 5pm.

You may end your **Contract** at any time by transferring to an alternative energy supplier or asking us to disconnect the energy supply - as in section 1.6.

The **Standard Terms and Conditions** of business (sections 10-18) contain other conditions which you are bound by.

We can make changes to section 1 and the **Standard Terms and Conditions** by writing to you in advance.

What are Deemed Contracts?

When businesses move into new **Premises**, they don't usually want any delay in being connected while they agree terms with an energy supplier.

So we can keep supplying energy to the **Premises**, the gas and electricity legislation we operate under says when a new customer moves into **Premises** where we're the **Registered Supplier**, they're 'deemed' to have a **Contract** with us.

'Deemed' means the same as considered or regarded. A court would regard that we had a **Contract** - with some basic terms including our commitment to supply you with energy, and your commitment to pay us.

1.3 Getting better pricing

If you haven't spoken to us about pricing yet, we might be able to offer you a better deal. To discuss it with us, call us on 0845 301 4881 - we're here weekdays, 9am to 5pm.

1.4 If we supply you through a Prepayment Meter

If we supply your Premises through a Prepayment Meter, you'll need to pay before you use the supply. Call us on 0845 301 4881 if you believe this to be the case. We're here weekdays, 9am to 5pm.

1.5 Moving onto an energy Plan

As soon as you agree an energy Plan with us, you'll no longer have a Deemed Contract with us. Section 1 of these Terms and Conditions will no longer apply and you'll be covered by the rest of these Terms and Conditions.

1.6 If you don't agree and don't arrange to change supplier

Once you've read them, if you don't agree to the Standard Terms and Conditions, you must: notify us immediately that you wish to end your Contract with us by calling 0845 301 4881 - we're here weekdays, 9am to 5pm; and/or ask us to disconnect the energy supply from the Premises.

There may be a charge for Disconnection, and you will still be bound by the conditions in this section and the Standard Terms and Conditions until we disconnect the supply.

What does Responsible mean?

For a tenant or occupier, you are Responsible for Premises from the start date of your lease - or the date you occupied the Premises if this is earlier.

For a landlord or owner, you are Responsible for Premises when there is no tenant or occupier Responsible, including when they are vacant or a tenant has just moved out.

For a developer, you become Responsible for a site when you buy it.

Section 2

Switching to E.ON

2.1 When would this apply to me?

This section only applies if you are a new customer and/or you ask us to take on **Premises** that we don't already supply.

2.2 When your Contract starts

Your **Contract** starts from the date you accepted the **Plan** or **Standard Variable** prices, which we confirm in your **Welcome Pack**.

You can accept it verbally over the phone, by completing an online quote or by completing and signing a **Contract** or application form with E.ON, or a **Third Party Intermediary** working on your behalf.

2.3 Finishing with your old supplier or suppliers

It's up to you to end any **Contracts** and clear any outstanding balances you have with any existing suppliers.

If you don't:

- they may not permit you to move your energy supply to E.ON
- the transfer may be delayed • you may need to pay costs to both them and us for trying to make the transfer.

2.4 Getting you up and running

We can only start providing the **Services** when we have successfully transferred your **Premises** from your existing supplier.

We'll take all reasonable steps to complete your transfer to us:

- on the date agreed with you, or
- if no date has been agreed, within 21 days starting from the day after you've entered into a **Contract** with us.

Your transfer could be delayed:

- if your current supplier objects to you changing supplier because you haven't properly terminated your **Contract** with them
- if your current supplier objects to you changing supplier because you owe them money
- if we don't have all the information we need to complete the transfer despite taking reasonable steps to obtain it
- for any other circumstances beyond our reasonable control

We can cancel your **Contract** if:

- we haven't managed to transfer your **Premises** from your existing supplier or suppliers for reasons outside of our control

- we have asked you for a **Security Deposit** and you have not paid it within 21 days starting from the day you entered into a **Contract** with us or by the date mentioned in any correspondence we send you in relation to a **Security Deposit**
- after accepting our **Contract** you fail our credit check and we haven't started supplying your **Premises** yet.

If we cancel your **Contract** for these reasons, or if there is a delay beyond our reasonable control, we won't pay you back for any extra costs that you have to pay.

Section 3

Checking your credit status

3.1 When would credit checking apply to me?

If you're a new customer, or an existing customer adding **Premises**, changing payment method or moving to a new **Plan**, we check your credit status to decide which – if any – of our products and **Services** to offer you.

3.2 Who does this affect?

If you're a partnership, this may involve checking all the partners. If you're another kind of unincorporated organisation, this may involve checking all your officers. If you are a limited company, this may involve checking all your directors.

3.3 Getting permission for a credit check

We ask your permission before we do this.

If you're making a joint application or you tell us that you have a spouse, civil partner or other financial associate, we'll link your credit records together. You must be sure you have their agreement for you to disclose information about them to us before you give us permission to run the credit check.

Credit reference agencies will also link your records together and we (and others) may use these records for credit checking purposes.

3.4 What happens when we do a credit check

First, we'll check our own records, and then we may ask one or more credit reference agencies to check their records about you, or your partners or officers.

The data that credit reference agencies hold includes information which is public, held by Companies House, from an electoral register and shared for credit and fraud prevention.

Other organisations lending you money or giving you credit will be able to see on the records at their credit reference agencies that we have run a credit check against you, or your partners or officers.

3.5 Credit related information we collect about you

We record:

- any applications you make for products and **Services**, where credit is required
- how you conduct your account - including:
- details of what you pay and when
- if you fail to pay a bill on time or in full
- any outstanding debts to us.

If you give us false or inaccurate information, we will also record this and may pass it to organisations involved in crime and fraud prevention.

3.6 How this information is used and shared

We share the information we record with credit reference agencies. They may share it with other organisations performing credit checks and other credit reference agencies.

We, credit reference agencies and others, may use the information to trace people or organisations which owe money, to recover debt and to prevent money laundering and fraud.

Records stay on file for six years after they're closed, whether debts were settled or not.

Details of the credit reference agencies we use can be found on our website. Please visit eonenergy.com/terms

For more information on how we handle your personal data, see section 16.

3.7 Your credit status may affect your Contract


As a result of checking your credit status we may:

- cancel your **Contract** (as long as we haven't started supplying your **Premises**)
- increase your prices
- require you to pay a **Security Deposit**
- require you to use a specific payment method
- specify how often you receive a bill or statement from us
- require you to take supply through a **Prepayment Meter**.

Section 4

For Fixed Price Plans agreed from 1 January 2010 onwards

4.1 When would this apply to me?

You're on a **Fixed Price Plan**, as detailed in the  Your Plan section of your **Welcome Pack** or **Contract Confirmation Letter**. And if we agreed that **Plan** with you on 1 January 2010 or later.

This section explains what you need to do - and when - to choose your next **Plan** or leave when your current **Fixed Price Plan** comes to an end.

4.2 About Fixed Price Plans

If you're on a **Fixed Price Plan**, we give you energy at a specific rate with certain conditions. By agreeing to a **Fixed Price Plan** you agreed to these conditions.

4.3 You are committed to the full term of the Plan

The first condition is that you can't normally end your **Contract** with us before the end of the **Fixed Price Period**.

One exception is if we make a change to these **Terms and Conditions** which is significantly to your disadvantage. See section 8.2 for details.

4.4 Automatic renewal

The second condition is that when your current **Fixed Price Plan** comes to an end, we will write to you and automatically renew - or roll over - your **Contract** to a new **Fixed Price Plan** for up to a further 12 months, unless you tell us not to.

4.5 How to stop the automatic renewal process - Opting Out

If you don't want to automatically move onto the new **Fixed Price Plan** that we offer you at the end of your current **Fixed Price Plan**, you must tell us that you want to **Opt Out** of this automatic renewal process.

You can do this at any time from the date we agreed your current **Fixed Price Plan** up until the **Notice Date** in this **Plan**.

You can **Opt Out** by:

- emailing smecontractoptout@eonenergy.com - please include your Account Number in your email
- writing to **SME Contract Opt Out**, PO Box 9042, Sherwood Park, Annesley, Nottingham, NG15 0DR. - please include your account number in the letter

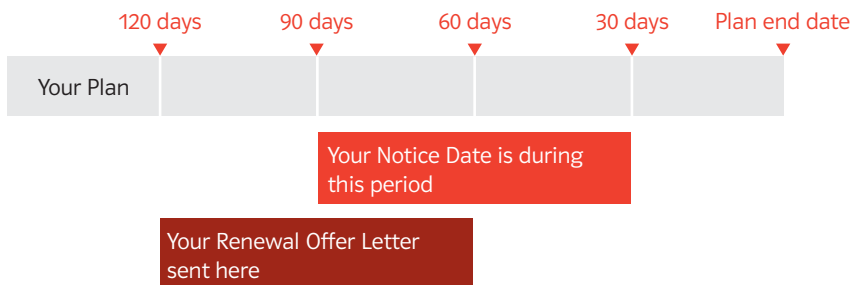
4.6 The Review Process

Whether you've **Opted Out** or not, we'll write to you about 30 days before the **Notice Date** of your current **Fixed Price Plan**.

In this **Renewal Offer Letter**, we'll tell you the pricing and commercial terms of your new **Fixed Price Plan**.

Your **Notice Date** is the date sent to you in your **Plan** confirmation letter and can be 30-90 days before your **Plan** end date

Unless you deal with a **Third Party Intermediary** (TPI), we will always try to send your **Renewal Offer Letter** 118 days before your **Plan** end date. If you haven't heard from us by 85 days before your **Plan** end date you can contact us on 0845 300 5665 and we'll send you another copy.



4.7 If you're happy with the new Plan

Not Opted Out

As long as you haven't **Opted Out**, you don't have to do anything to accept the new **Fixed Price Plan** we offer you.

Unless you contact us by the **Notice Date**, we'll assume you've accepted the terms of this new **Fixed Price Plan**.

We'll confirm this acceptance by sending you your new **Contract Confirmation Letter**.

Then we'll change the pricing and commercial terms of your **Contract** to the new **Fixed Price Plan** from the last day of your current one.

Opted Out

If you've **Opted Out**, we'll still make you an offer about 30 days before the **Notice Date** of your current **Fixed Price Plan**, but you'll need to accept the prices in the **Renewal Offer Letter** by calling us on the number in the letter. Otherwise, you will move onto our **28 Day Notice Plan** when your current **Fixed Price Plan** ends.

4.8 If you want to discuss the new Plan

Some customers like to have certainty over their energy pricing for longer than 12 months. If you'd like us to quote for a new **Fixed Price Plan** for longer – or want to discuss our offer further – please call us on the number in the **Renewal Offer Letter**.

If you don't accept any of the revised **Plans** we offer you over the phone but then want to later, you'll need to call us back by the **Notice Date**. Otherwise, you'll automatically move onto the last **Fixed Price Plan** that we offered you in writing unless you've previously **Opted Out** or ended your **Contract**.

Once you accept an offer, the **Review Process** ends and we'll then change the pricing and commercial terms of your **Contract** from the last day of your current one.

4.9 If you want to change supplier

If you decide to move to another supplier at the end of your **Fixed Price Plan**, you must tell us you want to end your **Contract** within a specific period:

- after you have received a **Renewal Offer Letter** from us, and
- before the **Notice Date** if you haven't **Opted Out**, or by the end of your **Fixed Price Plan** if you have **Opted Out**.

You can do this by:

- calling 0800 056 4867 – we're here weekdays, 9am to 5pm
- writing to **Contract Terminations**, PO Box 9042, Sherwood Park, Annesley, Nottingham, NG15 0DR; or
- emailing **smecontractterminations@eonenergy.com** – please include your Account Number in your email.

If you don't end your **Contract** during this period and haven't **Opted Out**, we will automatically move you onto the last **Fixed Price Plan** we offered you in writing. We can also stop you from changing to a different energy supplier during this new **Fixed Price Plan**.

If you don't end your **Contract** during this period and have **Opted Out**, we'll automatically move you onto our **28 Day Notice Plan**.

If you do end your **Contract** in this period, we'll move you onto our **Standard Variable** prices from the last day of your current **Plan** and you can leave us at any time once all the conditions in section 9.5 have been fulfilled.

Section 5

For Fixed Price Plans agreed before 2010 and Fixed Terms Plans

5.1 When would this apply to me?

You have a **Fixed Price Plan** – which we agreed with you before 1 January 2010 – or a **Fixed Term Plan**. You can find details of your current **Plan** in our letter confirming your **Contract** or **Renewal Offer Letter**.

This section explains what you need to do – and when – to choose your next **Plan** or leave when your current **Plan** comes to an end.

5.2 About your Fixed Price Plan

If you're on a **Fixed Price Plan**, we supply you energy at a specific rate with certain conditions. By agreeing to a **Fixed Price Plan**, you agreed to these conditions.

5.3 About your Fixed Term Plan

We used to offer **Fixed Term Plans** where we committed to supplying your energy for a minimum period of time, during which we could change that **Plan's** pricing.

5.4 You're committed to the full term of your Plan

The first condition is that you can't normally end your **Contract** with us before the end of the **Fixed Price Period** or **Fixed Term Plan**.

One exception is if we make a change to these **Terms and Conditions** which is significantly to your disadvantage. See section 8.2 for more details.

5.5 Automatic renewal

The second condition is that when your current **Fixed Price Plan** or **Fixed Term Plan** comes to an end, we will write to you and automatically renew – or roll over – your **Contract** onto a new **Fixed Price Plan**.

If you don't want to automatically renew onto the new **Fixed Price Plan**, you must tell us at a specific point in the **Review Process** that you want to end your **Contract**. You can find out when that is in section 5.9.

5.6 The Review Process

Your **Review Process** starts 120 days before the end of your current **Fixed Price Plan** or **Fixed Term Plan**. During this time, you can ask us for our offer.

Even if you don't ask, we'll write to you with an offer within the first 60 days of the review, which is between 120 and 60 days before the end of your current **Fixed Price Plan** or **Fixed Term Plan**.



5.7 If you're happy with the new Plan

You don't have to do anything to accept our offer. If you don't contact us within 21 days of the date of our **Renewal Offer Letter**, we'll assume that you've accepted the new **Plan's** terms.

We'll then change the pricing and commercial terms of your **Contract** to those of the new **Plan** from the last day of your current **Fixed Price Plan** or **Fixed Term Plan**.

5.8 If you want to discuss the new Plan

If you'd like us to quote for a new **Fixed Price Plan** for longer than our offer in writing - or want to discuss our offer further - please call us on the number in the **Renewal Offer Letter**.

If you don't accept any of the revised **Plans** we offer you over the phone but then want to later, you'll need to call us back within 21 days after the date of our first **Renewal Offer Letter**. Otherwise, you'll automatically renew - or roll over - onto the last **Fixed Price Plan** that we offered you in writing unless you've ended your **Contract**.

Once you accept an offer, your **Review Period** ends and we'll change the pricing and commercial terms of your **Contract** from the last day of your current one.

5.9 If you want to change supplier

There's a specific period in which you can end your **Contract**:

- the earliest date is 120 days before the end of the **Fixed Price Plan** or **Fixed Term Plan**; and
- the latest date is 21 days after the date of our first **Renewal Offer Letter**.

To tell us that you want to end your **Contract**:

- call 0800 056 4867 – we're here weekdays, 9am to 5pm
- write to **Contract Terminations**, PO Box 9042, Sherwood Park, Annesley, Nottingham, NG15 0DR; or
- email us at **smecontractterminations@eonenergy.com** – please include your Account Number in your email.

If you don't end your **Contract** in this period, you'll automatically renew – or roll over – onto the last **Fixed Price Plan** we offered you in writing.

If you do end your **Contract** in this period, we'll move you onto our **Standard Variable** prices from the last day of your current **Plan** and you can leave us at any time once all the conditions in section 9.5 have been fulfilled.

Section 6

For 28 Day Notice Plans

6.1 When would this apply to me?

If you're an existing customer who **Opted Out** of the automatic renewal process and didn't agree a new **Fixed Price Plan**, and your previous **Plan** has now ended.

Or, if you've agreed our **Terms and Conditions** and you're not on a **Fixed Price Plan** or **Fixed Term Plan**, and you haven't told us you want to end your **Contract**.

Or your old product name has changed to our **28 Day Notice Plan**, which we've advised you of.

If you're a new customer, you will be on a **28 Day Notice Plan** if you have taken over **Premises** we already supply; and:

- have agreed our **Terms and Conditions**; but
- haven't agreed a **Fixed Price Plan**.

6.2 How long does it last?

This **Plan** will continue until you agree a **Fixed Price Plan** with us, you leave us, or your supply is permanently disconnected.

6.3 Getting a better price

If you're on a **28 Day Notice Plan** and you'd like us to quote you for a **Fixed Price Plan**, please get in touch by calling us on 0800 015 2496 - we're here weekdays 9am to 5pm.

6.4 If you want to leave us for another supplier

You'll need to give us 28 days notice.

To tell us that you want to end your **Contract**:

- call 0800 056 4867 - we're here weekdays, 9am to 5pm
- write to **Contract Terminations**, PO Box 9042, Sherwood Park, Annesley, Nottingham, NG15 0DR; please include your account number in your letter or
- email us at **smecontractterminations@eonenergy.com** - please include your Account Number in your email.

If you haven't successfully transferred to another supplier at the end of your notice period, we will move you onto our **Standard Variable** prices and then you can leave us at any time once all the conditions in section 9.5 have been fulfilled.

Section 7

Changes to your premises

7.1 When would this apply to me?

If you're moving to different **Premises**, you'd like us to supply more **Premises**, or if you're moving out of one of your current **Premises**.

7.2 Adding Premises

Please call us to get a quote. We may then offer you a new competitive quote for the **Premises** or add this to your current **Contract** at our discretion. If you do ask us to quote, then sections 2 and 3 will apply for your new **Premises**.

If you want us to read the meter at your new **Premises**, please give us 10 working days notice of this change. Alternatively, call us on the day you become **Responsible** for the new **Premises** with an actual **Meter Reading**.

7.3 Moving in or out of Premises

Please:

- give us a **Meter Reading** on the day you move out

And

- tell us who will be **Responsible** for the **Premises** in future

Or

- give us at least 10 working days notice if you want us to take a **Meter Reading** at either your old or new **Premises**.

If you don't tell us that you've moved out of the old **Premises**, you will still have to pay for the **Services** until:

- we next obtain a **Meter Reading**

Or

- we're told that another business is **Responsible** for the **Premises**.

We will add anything you owe to your account - if you have any **Premises** left under your **Contract** - or otherwise to your final bill.

Section 8

Leaving for other reasons

8.1 When would this apply to me?

You want to end your **Contract** because of changes to the **Terms and Conditions**. Alternatively if we end your **Contract** or **Ofgem** nominate another supplier to provide energy to your **Premises**.

8.2 Your right to cancel if we change your Contract

We have the right to make changes to these **Terms and Conditions** under section 17.4. If we make a change to these **Terms and Conditions** that makes your **Contract** between us significantly to your disadvantage, you can end it before we apply the change.

You can do this by calling us when we write to you about the change, using the number on the letter. You must do this within 10 days of the letter's date. You'll have 28 days from notifying us to transfer the **Services** to another supplier before we apply the changes.

This doesn't apply if we:

- change your prices because of tax changes or government levies
- change how frequently you are billed or change your **Smart Meter** to the pay-as-you-go setting, because you've cancelled your Direct Debit, haven't paid us on time, or your credit status is not - in our opinion - satisfactory
- require you to have a **Prepayment Meter**; or
- require you to provide a **Security Deposit**.

8.3 Specific situations when your Contract will end

If you breach the terms of your **Contract**, or become bankrupt or insolvent, we may end it without notice and supply you on alternative terms.

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

We also have the right to end it if your electricity energy requirements change significantly - for more details see section 15.3.

Section 9

What happens when you want to leave

9.1 When would this apply to me?

You've told us you want to change to another energy supplier.

We'll take all reasonable steps to help you complete your transfer by the date agreed with your new supplier or, where no date has been agreed, no more than 21 days from the day after the day you entered into a **Contract** with another supplier. We may delay or prevent you switching supplier if:

- you owe us money (see section 9.2);
- you haven't allowed enough time (see section 9.3);
- you ask us to stop the transfer.

9.2 You can't change supplier if you owe us money

We may stop you from changing supplier if you owe us money – for example:

- you have any balance outstanding
- you pay by Direct Debit and there is a debit balance on your most recent statement that has not been paid.

9.3 You can't change supplier if you haven't allowed enough time

We may stop you from changing supplier if you haven't allowed enough time – for example:

- The transfer date to a new supplier, for any **Premises**, is before the end of your current **Fixed Term Plan** or **Fixed Price Plan**.
- If you are on a **28 Day Notice Plan** and it is less than 28 days since you told us you wanted to change supplier.
- If you have not provided a termination notice in the correct timescales for your current **Fixed Term Plan** or **Fixed Price Plan**. Please refer to section 4 or 5 for more information.

9.4 What you pay once you have given notice

The price of any energy you use beyond the end of your current **Plan** is at our **Standard Variable** prices.

These prices are typically more expensive than any of our **Plans**. We will tell you the price when we write to confirm receipt of your termination request. The prices change from time to time, but we'll always advise you in advance of any changes to our **Standard Variable** prices.

If you have a **Fixed Price Plan** or **Fixed Term Plan**, this pricing starts from the last day of that **Plan**. If you have a **28 Day Notice Plan**, we will charge **Standard Variable** prices for any energy you use after the date the notice period expires.

This pricing will continue until you agree a new **Fixed Price Plan** with us, you successfully transfer to another supplier or your supply is permanently disconnected.

9.5 When your Contract actually finishes

Your Contract with us will end when:

- you've paid all outstanding bills

and

- you've successfully transferred to another supplier.

Ending your **Contract** won't affect any outstanding rights or obligations you or we have under it.

If your energy usage is different from the figure we based your final bill on, we'll issue a revised final bill and you will need to pay any outstanding balance on it.

Other than to meet our regulatory requirements, when you leave we won't pass on data from your **Smart Meter** to anyone else without your permission.

Section 10

Who's who?

10.1 Who we are

Your **Contract** is between you and E.ON Energy Solutions Limited for the supply of the **Services**.

Sometimes it's our parent company E.ON UK plc providing the **Services** to you, and we are just acting as their agent. In this case, these **Terms and Conditions** still apply and references to 'we', 'us' or 'our' include E.ON UK plc.

10.2 Who is agreeing on your side

If you're agreeing to your **Contract** on behalf of a limited company, partnership or other organisation, you confirm that you have the authority to do so.

If you are a sole trader, you confirm that you are aged 18 or over.

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

10.3 Changing who's agreeing

Your **Contract** is between you and us, and you can't transfer it to anyone else without our agreement.

We may transfer our rights and obligations under your **Contract** to another company, but your rights under your **Contract** will not change. You will - for example - still have the same rights to end your **Contract**, but you won't be able to cancel it, just because we have transferred it to someone else.

10.4 Who else has rights under your Contract?

We and your **Network Operator(s)** have rights under legislation and our licences, which we can use to enforce provisions in your **Contract**.

Section 11

What you pay

11.1 What we'll charge you

Your situation

You haven't agreed any terms with us, so you have a **Deemed Contract**



What we charge you

Our **Deemed prices** – which we tell you in the **Welcome Pack** we send to your **Premises**, or you can find out by contacting us.

If you don't have a **Fixed Price Plan** or **Fixed Term Plan**, but you've agreed to our terms



Our **28 Day Notice Plan** – which we tell you in the **Your Plan** section of your **Welcome Pack** or **Renewal Offer Letter** if you've **Opted Out**. You may be able to get better pricing from us.

If you have a **Fixed Price Plan**



The pricing in the **Your Plan** section of the **Welcome Pack**, **Renewal Offer Letter** or **Contract Confirmation Letter** that you accepted

If you have a **Fixed Term Plan**



The most recent prices we have advised you in writing.

If you had a **Plan** and gave us notice that you wish to end your **Contract**. Or, when the **Review Process** started for your previous **Plan** you had a debt and failed to make adequate arrangements to clear the debt.



Our **Standard Variable prices** – from the last day of your **Plan** or after your **28 day notice** period has expired, until you transfer to a new supplier. We tell you these prices when you give notice that you wish to end your **Contract**.

11.2 When we can change your pricing

First, you'll need to look at your [Welcome Pack](#), [Renewal Offer Letter](#) or your [Contract Confirmation Letter](#). This document's [Your Plan](#) section will tell you what [Plan](#) you're on, your pricing details and your pricing start date. Then, to check when it can change, look at the table below.

Type of Plan or pricing	When we can change your pricing
Deemed prices, Standard Variable prices and 28 Day Notice Plans .	At any time - by writing to you in advance.
Fixed Price Plan	Not before the end date stated in Your Plan , unless any of the situations in sections 11.3, 11.4 and 13.3 apply.
Fixed Term Plan (no Fixed Price Period)	If our direct costs have changed. We will write to you 30 days before the price change comes into effect.
Fixed Term Plan (with a Fixed Price Period)	Not before the end date of the Fixed Price Period stated in Your Plan . After this, if our direct costs have changed, we'll let you know the new pricing in writing with at least 30 days' notice.

11.3 Specific situations when we can change your pricing

We can also change your pricing if the information we based it on changes - for example:

- you move, add or remove [Premises](#)
- you change your payment method
- you make changes to your supply
- we find that the information you gave us is incorrect
- you asked us to supply more than one [Premises](#), but we haven't been able to transfer all of them.

We may also need to change your prices or these [Terms and Conditions](#) where required to do so because of a change in the law or in regulations governing the energy industry, for example a change in the rate of VAT.

11.4 Additional charges

For electricity customers – if your demand for electricity goes over your **Authorised Supply Capacity**, or you change other aspects of the design features of your connection, or we supply you under a **CCL Exempt product**, we may make additional charges. Please see section 15 for more details.

We charge VAT at the standard rate for gas and electricity unless your business is entitled to receive the supply of the electricity or gas at the reduced rate of VAT which must be evidenced by the completion and submission of a valid VAT declaration.

We will charge you £3 if you request a copy of a bill or statement.

We may charge you our reasonable costs if you damage or tamper with the meter on your **Premises**, abort an installation, or obstruct a communications signal from a **Smart Meter**.


If you owe us money that is overdue, we may also charge you:

- interest on any undisputed outstanding debt at 8% over the London Interbank Offered Rate (LIBOR)
- a reasonable amount for recovering amounts that are due from you.

Section 12

Bills and statements

12.1 What we send you

We'll send you a bill or statement for each billing period - as set out in the  Your Plan section of your **Welcome Pack**, **Renewal Offer Letter** or **Contract Confirmation Letter**.

Your bills or statements will include details of:

- your energy usage
- what we have charged you
- payments you have made to us
- any payments you should make to us.

We can change how often you receive bills and statements from us by writing to you in advance.

12.2 Estimated bills

We can estimate your bill if:

- a **Meter Reading** is unavailable, or
- we have reason to believe it to be inaccurate

then:

- we may base our bill on your own **Meter Reading** or our reasonable estimate; and
- you have to pay this bill.

Where a bill or statement has been based on inaccurate information, we will amend your account as soon as possible.

If we have estimated your bill and you then provide us with an actual **Meter Reading**, we will issue a revised bill to this latest **Meter Reading**.

12.3 If you don't agree with a bill or statement

Please contact us immediately by calling the number on your bill or statement.

Any undisputed portion of the bill must be paid as set out in section 13 and you must inform us about the amount you dispute and your reasons for disputing this.

Section 13

Paying us

13.1 Paying us on time

If you don't pay by Direct Debit, you need to ensure that your payment reaches our account within 14 days of the date on your bill or statement.

If your bank does not meet a payment because you do not have enough funds available, we may change your payment method immediately. You must also make alternative arrangements to pay your outstanding debt.

If you pay by Direct Debit and this amount is not sufficient to pay for your energy usage or you have an outstanding balance, we may change the amount we collect by writing to you and giving you at least 10 working days notice.

13.2 Payment methods required by your Plan

☒ Your Plan may require you to take your supply through a **Prepayment Meter**, pay a **Security Deposit** or pay by Direct Debit.

If you have a **Prepayment Meter** and require a continuous supply, it's your responsibility to make sufficient payments to your account to ensure that you remain in credit at all times. If you don't, we may have to interrupt your supply until sufficient payments have reached your account – and we may not give you notice.

13.3 Direct Debit only products

If you're on a **Plan** that requires you to pay by Direct Debit and you cancel your Direct Debit, we can increase your prices by up to 5% or add a 5% premium to your bill. We can also change your billing frequency. These changes reflect increases in our costs. If we make these changes, we will write to you 14 days in advance. In addition, where you don't pay us within 14 days of the date on your bill or statement, we may take the actions we've listed in sections 11.4 and 13.7.

13.4 Security Deposits

If we require you to pay a **Security Deposit**, we'll pay it back once you've gone 12 months without any overdue bills and we haven't had to try to collect debts for outstanding amounts from you within the last six months. Your **Security Deposit** can be used to pay outstanding charges on your account.

We also pay it back once we stop supplying you and your balance is zero.

13.5 Discounts

In your **Welcome Pack**, **Renewal Offer Letter** or **Contract Confirmation Letter** we advise you if you're eligible for any discounts.

On eligible **Plans** we give a discount for prompt payment if you pay your bill or statement within 14 days of the bill's date. We'll apply the discount to your next scheduled bill or statement. This discount doesn't apply to the final bill.

If you're on an eligible **Plan** and choose to pay by Direct Debit, you'll receive an ongoing discount for paying by Direct Debit. We'll apply the discount to the bill or statement for each billing period, including your final bill.

Other discounts may apply if you have multiple **Plans** and **Services** with us. If you end your **Contract** before the end of your **Plan**, we won't give you your discount on your final bill.

If you're eligible for any discounts but your account falls into arrears, we can cancel any discount and move you to an alternative payment **Plan**.

13.6 How we allocate the payments you send us

We'll use the payments you send us to pay off the oldest part of the balance on your account first.

If we receive a payment intended to pay for more than one **Service** or **Premises**, we'll base the way we allocate this payment to the different accounts on the most recent bill or statement.

If you have agreed a payment arrangement with us, we may allocate payments to ongoing energy usage and repayments, in accordance with this arrangement.

If you're in credit for a particular **Service** or **Premises**, we may use this credit to pay off a debit balance on another part of your account or any of your other **Premises** we supply.

13.7 If you don't pay

If you don't pay us, or refuse to pay a **Security Deposit** when we ask, we can:

- change how often we send you a bill or statement
- change your **Smart Meter** to the pay-as-you-go setting where applicable
- require you to pay for your energy in advance using a **Prepayment Meter**
- disconnect your supply - in some cases remotely through your meter
- issue legal proceedings against you to recover any monies owed.

In these situations:

- we may charge you our costs, including our credit management costs, and
- you may still incur charges even if your **Premises** are disconnected or you're not using any energy.

Section 14

Tracking your energy usage

14.1 Meter Readings

Your energy supply will have a meter.

Under your **Contract**, we will take **Meter Readings** as proof of your usage unless your meter proves to be faulty.

14.2 Faulty meters

If you suspect that your meter is faulty, you can arrange for your meter operator to test the meter by calling us. You will be charged in advance for this visit. If the meter is found to be faulty, you will receive a refund for the price you paid for this visit within 28 days.

We may also arrange for the meter to be tested at our own cost.

Currently we're required by legislation to visit your **Premises** to inspect and read your meter once every two years. We do, however, aim to do this more frequently.

14.3 Metering agents

If you appoint your own metering agent:

- you must tell us
- we may need to supply you on alternative terms.

Section 15

Your energy supply

15.1 Changing the design features of your connection

If you want to install generating equipment – or modify or exceed the design features of your connection in other ways – you must:

- contact us
- ensure that we have agreed to these changes
- if we ask you to, also contact your **Network Operator(s)** and ensure that they have also agreed to these changes
- pay the costs that we – and your **Network Operator(s)** – have as a result of this.

15.2 Your electricity supply

For the characteristics of your electricity supply please refer to the National Terms of Connection which can be found at connectionterms.co.uk

15.3 Half-Hourly metering

If your average maximum monthly electricity demand in the three months of highest demand during the previous 12 months exceeds 100 kW, you're required to upgrade your meter to a Half-Hourly meter.

If you require Half-Hourly metering, you will:

- provide any required meter changes at your own cost; and
- agree a maximum **Authorised Supply Capacity** with your **Network Operator**.

You will have to pay us any additional costs that we incur if you don't do this.

In addition, your **Contract** will end and we'll offer to supply you under our Corporate **Terms and Conditions**. These are available at eonenergy.com/corporateterms

15.4 De-energising your electricity supply

If you wish to temporarily interrupt your electricity supply – for example, in the event of building works – you can ask us to do this.

If you ask us to do this, we will stop the flow of electricity from the distribution network to your **Premises**. This is called **De-energising**. We will usually charge you our costs for doing this. If you're supplied by a **Smart Meter** we may **De-energise** your **Premises** remotely.

Once your **Premises** is **De-energised**, we'll in most cases charge you a daily standing charge, which we'll confirm in writing, until your **Premises** is re-energised.

If your **Premises** are still **De-energised** during the **Review Process**, we'll still write to you as if they're still taking an energy supply from us. If you don't respond to the offer we make, we'll automatically renew - or roll over - your **Contract** onto our last offer.

When your supply is re-energised, you'll revert back to the same **Plan** that you had agreed to before we **De-energised** your **Premises**. If you've recently been through a **Review Process**, we'll put you onto the **Plan** you accepted - or the **Plan** we rolled you onto - during that process.

If your **Fixed Price Plan** has expired by the time you re-energise your **Premises** and you've **Opted Out** of the renewal process and didn't agree a new **Fixed Price Plan**, we'll supply you on our **28 Day Notice Plan**.

If your **Premises** stay **De-energised** for longer than 12 months, we reserve the right to permanently disconnect them from the distribution network. We will make an additional charge for this.

You will continue to be **Responsible** for the **Services** until your **Premises** are permanently disconnected from the distribution network.

15.5 CCL Exempt Product

This section only applies to you if you are liable to pay **CCL**.

You agree that we can, from time to time, supply you with electricity under a **CCL Exempt Product**. This means that the electricity we supply you with is certified as being from a Good Quality CHP Energy source or a Renewable Source, therefore you will be exempt from paying **CCL**.

There is an additional charge for electricity supplied under a **CCL Exempt Product**, known as the **CCL Equivalent Charge**. This charge is the same as the **CCL** you would otherwise have been liable for, therefore the total amount of your bill will be unchanged.

If we have supplied you under a **CCL Exempt product**, the **CCL Equivalent Charge** will be shown on a separate line on your bill.

If we have supplied you under a standard product and you are liable for **CCL**, the **CCL** will be shown on a separate line on your bill.

In some circumstances your bill may show both **CCL** and a **CCL Equivalent Charge**: this will be because you have only been supplied under a **CCL Exempt product** for part of the period we have billed, and **CCL** is due on the remainder.

In accordance with the Finance Act, Schedule 6, para 19(2) and 20A(2):

a. In each averaging period as determined under the Finance Act 2000, Schedule 6, para 20B, the amount of electricity supplied by **Good Quality CHP Energy** will not exceed the difference between:

i) the total amount of **Good Quality CHP Energy** that, during that period, is either acquired or generated by us; and

ii) so much of the total amount as is allocated by us otherwise than to **Good Quality CHP Energy** supplied by us in the period.

b. In each averaging period as determined under the Finance Act 2000, Schedule 6, para 20, the amount of electricity supplied by **Renewable Energy** will not exceed the difference between:

i) the total amount of **Renewable Energy** that, during that period, is either acquired or generated by us; and

ii) so much of the total amount as is allocated by us otherwise than to **Renewable Energy** supplied by us in the period.

Section 16

Personal data

16.1 Contacting you

In order to **service** your account we may use your personal data to contact you by various methods, including electronic communications such as e-mail, text and messages through your **Smart Meter**.

16.2 Servicing your account

We explain how we use your personal data for credit checking in section 3.

We will also use your personal data (including information obtained from your **Smart Meter**) and data we obtain about you from third parties to **service** your account including:

- monitoring and recording communication for security and training purposes, for example to help us resolve queries or to help us check the quality of **service** we are providing to you
- use of any automated scoring systems, which also use information from credit reference agencies
- using your personal data to provide tailored energy efficiency advice.

16.3 Sharing your personal data with others for servicing purposes

To ensure we keep our records accurate and up to date we will use information we obtain from different sources which will involve matching the data we hold about you with data third parties hold about you. This will include third parties that we are in partnership with and credit reference agencies.

We will share your data with third parties where you have instructed us to or where others acting on your behalf have an interest, for example:

- with other suppliers where you wish to transfer supply
- landlords or letting agents where you are moving house
- financial associates where you are linked together on an account.

In order to provide **Services** you have asked for we will share information with others named or linked on your account. This may include a business partner or employee or those paying the bill, or a **Third Party Intermediary** working on your behalf with the required authority.

We will also share data on your account with third parties where we have identified a vulnerability and support is required, for example government departments, social services.

In order to cross check your details in relation to taking on a supply we will share information on your account including how you manage your account with us and whether there is an outstanding debt with credit reference agencies.

Where we or a third party suspect the property you are in is connected with a fraud we may share your information with other energy suppliers, landlords, housing associations or law-enforcement agencies.

We, credit reference agencies and others may use your personal data to trace people or organisations which owe money, to recover debt and to prevent money laundering and fraud.

We may transfer your debt to another organisation and give them details about you and that debt for the purpose of obtaining payment.

From time to time these other people or organisations may operate in countries that do not have the same standards of protection for personal data as the UK, but that E.ON have assessed as having reasonable security measures in place.

Marketing

We will use your personal data to communicate advertising or marketing opportunities in line with your preferences, unless you have notified us that you do not wish to receive such information by one or more communication methods.

Sharing your data with others for marketing purposes

We will use your personal data for the purpose of marketing opportunities (including loyalty or incentives schemes run from time to time) that may be of benefit to you. As part of this we may share your personal data with affiliates, companies we are in partnership with and others in the E.ON group in order to conduct data matching exercises. As a result of this, these selected third parties may also communicate advertising or marketing opportunities to you, unless you have notified us that you do not want to receive such information.

Research

We may use your personal data for research into market initiatives, including creating statistics, testing computer systems, analysing customer information and creating propositions and marketing opportunities (including using information about what has been bought from us and how it has been paid for). As part of this we may share your information with those in the E.ON Group, those we are in partnership with, government bodies, regulatory authorities, industry bodies and others associated with the energy industry where we are satisfied that there are satisfactory security measures in place.

Your rights

You are entitled to a copy of the personal data that we hold about you or to have any inaccurate information corrected. We may charge you a small fee for providing this to you. You can opt out of receiving marketing material from us or third parties, or receive more details of how we and credit reference agencies use your information by contacting us.

To contact us about any of the above please call 0845 0550 065, email **business@eonenergy.com** or write to us at E.ON Energy Solutions Ltd, PO Box 2010, Nottingham NG1 9GQ.

Section 17

The small print

17.1 Our liability to you

We and the **Network Operator(s)** are not liable for:

- any indirect or consequential losses – which may include pure economic loss, loss of profit, loss of business, third party costs, reduced goodwill and other similar losses
- damage which is beyond our reasonable control however it was caused (including because of our negligence).

We are liable for death or personal injury caused by our negligence.

Together, the maximum we or the **Network Operator(s)** will pay you in any calendar year (January to December) for any incident – or related series of incidents – is £100,000. This limit doesn't apply to death or personal injury.

17.2 This is a 'Micro-Business' Contract

The Government licenses us to supply electricity and gas. Electricity and gas legislation and our supply licenses regulate how we operate with different kinds of customers. Some **Small and Medium Enterprises**, also known as **Micro-Businesses**, have special protection under our supply licenses. However, we treat all **Small and Medium Enterprises** as **Micro-Businesses**, which is why we call your **Contract** a 'Micro-Business Consumer Contract'.

17.3 Letters of Authority

We will not discuss anything to do with your **Contract** with a **Third Party Intermediary** unless we have a valid **Letter of Authority** from you to do so. You can update your authorisation at any time by providing us with a new **Letter of Authority**. Any previous **Letter of Authority** will end when the new **Letter of Authority** becomes effective. You can cancel your **Letter of Authority** at any time by telling us in writing.

Unless it specifically states otherwise, a **Letter of Authority** is valid from the date of signature for a period of 12 months or, where you are in a **Fixed Term Plan**, for the duration of the fixed term.

17.4 We can change these Terms and Conditions

We reserve the right to change these **Terms and Conditions** – and as a result your **Contract** between us – by writing to you.

17.5 National Terms of Connection – for electricity customers only

In the paragraphs below, your **Network Operator** is the company which manages the electricity **Distribution Systems** that supply your **Premises**. We're 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 your **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.

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, London, SW1P 2AF
- phone 0207 706 5137; or
- see the website at connectionterms.co.uk.

17.6 This is a Customer Contract

These **Terms and Conditions** are for the supply of electricity and/or gas to **Premises** which you own and/or occupy. If you are not the owner and/or occupier of any of the **Premises** you must tell us before entering into a **Contract** with us and you will need to provide us with evidence that you are acting with the authority of the owner and/or occupier and in what capacity you are acting for them. We may offer to supply you under different **Terms and Conditions**.

If you have entered into or renewed this **Contract** with us after 16 February 2001 and we find out that you are not the owner and/or occupier of the **Premises**, you will be in breach of this **Contract** and we may end it without notice and take legal action against you. Any future supply to the **Premises** will be under a **Deemed Contract** with the owner/occupier.

17.7 Your Contract is continuous

Your **Contract** runs without stopping until you, we or **Ofgem** end it according to these **Terms and Conditions**. How you can end your **Contract** depends on what kind of **Plan** you are on – see sections 4, 5, 6 and 9 for more details.

17.8 Rights, liabilities and obligations from a previous Plan

If you agree a new **Plan** with us, all rights (including our right to stop you changing supplier if you owe us money) and liabilities on you and us from the previous **Plan** will automatically transfer to the new **Plan**.

17.9 Your other rights and the law that applies to your Contract

Your rights under the law (your statutory rights) are not affected by your **Contract**. Your **Contract** is made under the laws of England and Wales for supply in England and Wales, and by the laws of Scotland for supply in Scotland.

17.10 Safety and emergencies

You have to allow access to your **Premises** to the **Network Operators** or any person that we authorise, even if there isn't an emergency.

17.11 Dealing with emergencies – for gas customers only

In a gas emergency, we or the **Network Operator** may need you to stop using gas.

Where your gas usage exceeds 732,000 kWh per year, you must provide us with named contacts and telephone numbers to enable access 24 hours per day.

You must notify us immediately if these change.

Section 18

Glossary

In these **Terms and Conditions**, **Welcome Pack**, **Renewal Offer Letters** and **Contract Confirmation Letters** that we send you, we use particular words and phrases to have particular meanings. These are the meanings they take:

28 Day Notice Plan If you're an existing customer who **Opted Out** of the automatic renewal process and didn't agree a new **Fixed Price Plan**, and your previous **Plan** has now ended.

Or, if you've agreed our **Terms and Conditions** and you're not on a **Fixed Price Plan** or **Fixed Term Plan**, and you haven't told us you want to end your Contract.

Or your old product name has changed to our **28 Day Notice Plan**, which we've advised you of.

Authorised Supply Capacity

The maximum electricity supply that customers are allowed to take in a half-hour period.

CHP stands for Combined Heat and Power. This is the on-site generation of electricity where the heat produced as part of the generation process is also used on the site, which makes it more energy efficiency than traditional forms of generation.


CCL stands for Climate Change Levy, a tax on business electricity and gas supplies introduced in the Finance Act 2000.

CCL Equivalent Charge An amount calculated by multiplying your total electricity consumption in the billing period with the current applicable **CCL**.

CCL Exempt Product A supply of energy from either **Good Quality CHP Electricity** or **Renewable Electricity** which, in accordance with the Finance Act 2000,

Schedule 6 partially or wholly exempts the consumer receiving that supply from **CCL**.

Contract Except where this is a **Deemed Contract**, the **Contract** between you and us is made up of:

- these **Terms and Conditions**
- the  Your Plan section of either a **Welcome Pack**, **Renewal Offer Letter** or **Contract Confirmation Letter**; and
- any subsequent letters changing prices or other terms of your Contract.

Where this is a **Deemed Contract**, the **Contract** between you and us is made up of these **Terms and Conditions** and our Deemed prices, as explained in section 1.

Contract Confirmation Letter

A letter sent to customers who accept our **Renewal Offer Letter**, re-negotiate a renewal offer, switch products or are automatically renewed - or rolled over - on to a new **Plan**. This confirms your prices for your new **Plan** with us. This applies to renewals from January 2010 onwards only.

Deemed Contract Where we supply energy to **Premises** without there being an agreed **contract** between you and us, legislation allows us to supply the energy under a **Deemed Contract**. To a court, 'deemed' means the same as considered or regarded.

De-energise We can **De-energise** your electricity supply if you ask us to. This means that the supply is temporarily interrupted so that electricity cannot flow from the network to the **Premises**, but it's not permanently disconnected.

Disconnection The permanent removal of a meter, cabling and **Service** from the property. This permanently removes the supply.

Distribution System The network used to transport the power from the National Transmission Grid to customers' **Premises**.

Fixed Price Period Your pricing will not normally change during the **Fixed Price Period** of a **Fixed Price Plan** that you agree with us. For the situations in which your pricing could still change, see section 11.

Fixed Price Plan The supply of electricity or gas at a price which is fixed for a period of time. These are known as Fixed Price Business Electricity/Gas **Plans**. For the situations in which your pricing could still change, see section 11.

Fixed Term Plan This is a set of commercial **Terms and Conditions** which apply for a fixed period of time. You're committed to staying with us during this period – during which the price of your energy may change. These are known as Fixed Term Business Electricity/ Gas **Plans**.

Good Quality CHP Electricity Qualifying CCL-exempt electricity in accordance with the Finance Act 2000 Schedule 6 Para 20(A), produced by CHP generation and meeting the CHPQA criteria by the

Department for Environment Food and Rural Affairs.

Letter of Authority A letter on your business' headed notepaper, signed by your authorised signatory, which authorises a **Third Party Intermediary** to act on your behalf in relation to this **contract** and/or your energy supply.

Levy Exemption Certificate A certificate issued by **Ofgem** as evidence that electricity was produced from a qualifying **Good Quality CHP Energy** or **Renewable Energy** source and therefore is not liable for **CCL**.


Meter Reading A measurement, in units of energy, recorded on a meter used to calculate consumption over time.

Micro-Business A type of **Small and Medium Enterprise** which meets one of the following conditions:

- uses less than 55,000 kWh of electricity a year
- uses less than 200,000 kWh of gas a year
- has fewer than 10 employees and yearly turnover less than €2 million.

Network Operator The **Network Operator(s)** are the companies which manage the electricity and/or gas **Distribution Systems** that supply your **Premises** from the grid. To find out who your **Network Operators** are, see eonenergy.com/terms

Notice Date You have to tell us by the **Notice Date** of your current **Fixed Price Plan** if you don't want to automatically roll over onto the

new **Plan** that we have proposed to you. To find the **Notice Date**, go to the  Your Plan section of the **Welcome Pack, Renewal Offer Letter** or **Contract Confirmation Letter** for your current **Plan**.

Ofgem The UK energy regulator, established by legislation. For more information go to ofgem.gov.uk.

Opt Out You **Opt Out** by telling us that you don't want to automatically move - or 'roll over' - onto a new **Fixed Price Plan** at the end of your current **Fixed Price Plan** or **Fixed Term Plan**.


Plan A business energy product that we offer. These are typically known as a **Business Electricity Plan** or a **Business Gas Plan** and can have a fixed price or fixed term element to them.

Premises **Premises** are the location or locations which you are **Responsible** for where we supply the **Services**.

Prepayment Meter A meter which requires payment before supply can be taken includes **Prepayment Meters**, pay-as-you-go (PAYG) meters and **Smart Meters** in the PAYG setting.

Registered Supplier The supplier registered as the official supplier of energy to the **Premises**. For electricity the details are held with the Meter Point Administration **Service** (MPAS), for gas the details are held with National Grid.

Renewable Electricity Qualifying CCL-exempt electricity in accordance with the Finance Act Schedule 6 Para 19, produced from renewable sources as listed in Regulation 47 of the Climate Change Levy (General) Regulations 2001.

Renewal Offer Letter We'll send you a **Renewal Offer Letter** to propose pricing and other commercial **Terms and Conditions** to you for your next energy **Plan**. When you agree or are automatically renewed onto these the  Your Plan section of the letter forms - together with our **Terms and Conditions** - the **Contract** between us.

Responsible For a tenant or occupier, you're **Responsible** for **Premises** from the start date of your lease - or the date you occupied the **Premises** if this is earlier. For a landlord or owner, you're **Responsible** for **Premises** when there is no tenant or occupier **Responsible**, including when they are vacant or a tenant has just moved out. For a developer, you become **Responsible** for a site when you buy it.

Review Period A specified period of time in which you can discuss your renewal offer with us.

Review Process This is the process through which the price and commercial terms that apply at the end of your current **Fixed Price Plan** are determined.

For customers who agreed a **Fixed Price Plan** with us from 1 January 2010 onwards: it starts when we send you a **Renewal**

Offer Letter about 30 days before the **Notice Date** for your current **Plan**. It finishes on the **Notice Date**.

For customers who agreed a **Fixed Price Plan** before 2010 and any **Fixed Term Plan**: it starts when we send you a **Renewal Offer Letter** which will be between 120 and 60 days before the end of the **Fixed Price Plan** or **Fixed Term Plan**. You have 21 days from the date of the **Renewal Offer Letter** to contact us.

Security Deposit A sum of money paid to us, which forms part of your commercial terms. **Security Deposits** are paid back when you leave us or after a set period of time when certain conditions have been satisfied. Please see section 13.4.


Service/Services By **Services** we mean the supply of energy (gas and/or electricity) and other related **Services**, such as **Smart Metering** or us routing electricity you generate to the National Grid.

Small and Medium Enterprise (SME) A customer who has less than 20 sites and uses less than 1 GWh of electricity through Non Half-Hourly metering and/or less than 1.5 GWh of gas each year.

Smart Meter/Smart Metering **Smart Metering** is a **Service** - using specialist equipment installed onsite - through which we can read your meter remotely without visiting your **Premises** and, in many cases, switch your energy supply on or off remotely. We send a communications signal to the **Smart Meter** and it gives us back an up-to-date **Meter Reading**.

Standard Terms and Conditions Sections 10-18 of these **Terms and Conditions** - which apply to all customers in all circumstances.

Standard Variable The prices we charge customers who have given notice to end your **Contract**. These prices are typically higher than our **Fixed Price Plans**.

Terms and Conditions Our **Terms and Conditions** are contained in this booklet - together with the  Your Plan section of the **Welcome Pack**, **Renewal Offer Letter** or **Contract Confirmation Letter** you have accepted or are 'deemed' to have accepted - form your **Contract** with us.

Third Party Intermediary An energy broker or energy consultant who provides price comparison, energy **contract** advice and in some instances utility management to businesses. In most instances, charges for **services** provided to you by **Third Party Intermediaries** will be included in your energy rates. Speak to your **Third Party Intermediary** for more details, where applicable.

Welcome Pack We send a **Welcome Pack** to all new customers who have accepted a quote from us and to any **Premises** where we are the **Registered Supplier** which has a new person **Responsible** for them.

