

## **Age UK Online Terms and Conditions**

**Please read these Terms and Conditions 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 and has been introduced by Age UK. 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 or other Terms and Conditions 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 and Conditions.

### **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 your energy supply to another supplier. This contract will end if Ofgem nominates another supplier to provide energy to your home.

## **5. Meter readings**

We will ensure where possible your meter is read every two years. If we are unable to gain access to the meter, please contact us and we will arrange a meter reading appointment.

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 the 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. We will give you at least 3 weeks notice of any change to your bill or statement frequency;
- 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 home 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.

**Difficulty in paying for your energy.** Please tell us immediately if you have difficulty paying. We can provide copies of our codes of practice for payment difficulty.

**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;
- 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 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 home unnecessarily.

## **9 Financial circumstances and credit reference agencies**

We may use information we hold about you, or that is held by credit reference agencies, to make decisions about the plans and services we offer to you.

We may share details about the way that you conduct your account, including payment details, with credit reference agencies who may record this information. If you default on paying your bills or fail to keep to any payment arrangement agreed we may register this as a default with credit reference agencies. This may affect your ability to obtain credit in the future.

If you provide false or inaccurate information we may record this.

## **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;
  - or we next read the meter;
  - or 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 home to carry out services including:

- installing or working on equipment;
- reading, replacing, exchanging or inspecting your meter;
- disconnecting your energy supply;
- for a gas or electrical emergency.

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](http://connectionterms.co.uk).

**For Information:** supply characteristics. The electricity delivered to your premises through our 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%
- number and phases of supply: at 400/230 volts - three phase, at 460/230 volts and 230 volts - one phase
- frequency of supply and permitted variations: at all voltage levels - 50 hertz, plus or minus 1%.

**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.

## 16. Managing Your Account Online

If you register to manage your account online the following Terms and Conditions apply:

- you must choose a valid username and password so that you can log on to our Internet service and access your account details;
- you must notify us if your email address, or any of your other details change;
- when you use your username and password you are authorising us to carry out all the instructions you have given us on our website;
- you will no longer receive paper bills, we will send you an email notification that your bill or statement is ready to view at least every three months.

**Username and Password.** You must keep your username and password secret. If you think someone else knows, or may know, your password please tell us immediately. We may require you to amend your username if we regard it to be inflammatory, or if we think someone else is using it.

## Age UK Online Terms and Conditions

**These Terms and Conditions are additional and only apply to customers on our Age UK Online plan.**

## 17. Additional definition

**Age UK Online discount** – the discount we will apply to your energy charges on each

bill or statement we send you. The discounts you receive are set out in Your Plan.

### **18. Qualifying for the Age UK Online discount**

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

To qualify for the Age UK Online discount you must:

- register your online account within 30 days of receiving your account number;
- continue to manage your account online;
- take either your electricity, or electricity and gas from us;
- pay for your energy by monthly Direct Debit;
- provide us with your email address – and notify us if it changes;
- provide meter reads online if requested;
- update your details online if they change.

If you fail to do any of these or do not pay us, we may transfer you to one of our standard plans, including Prepayment, and you will lose your Age UK Online discount. The Terms and Conditions set out in sections 1 to 16 will continue to apply.

### **19. Withdrawal of Age UK Online**

We reserve the right to withdraw Age UK Online. If we do so:

- we will transfer you to one of our standard plans;
- the Terms and Conditions set out in section 1 to 15 will continue to apply.

If you have chosen our Dual Fuel Age UK Online plan and you switch your electricity and/or gas to one of our other plans or another supplier, we will end your contract 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.