

Age UK

**Please read these terms carefully**

## **1. Definitions**

We/us/E.ON – E.ON Energy Solutions Limited

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 - The terms and conditions, including payment terms, prices, discounts and other contractual arrangements that relate to your specific product.

## **2. Contract**

This contract is between you and E.ON Energy Solutions Limited and has been introduced by Age UK 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 this 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.

If we fail to deliver the standard of service you expect, you can call our complaints advisors on 0845 300 6301. If they can't resolve your problem you can ask to speak to a manager. If you're still not satisfied you can write to our Customer Service Director at E.ON, P O Box 9069, Nottingham BG1 9BU or email

[DirectorofCustomerService@eonenergy.com](mailto:DirectorofCustomerService@eonenergy.com) or telephone 0845 302 4340. If we haven't managed to resolve your complaint within 8 weeks you can contact the Ombudsman Services: Energy on 0330 440 1624.

Details of the service quality levels we aim to provide and compensation you may be eligible for if we have failed to meet those levels will be sent to you annually. They can be found at [eonenergy.com/guaranteedstandards](http://eonenergy.com/guaranteedstandards).

Consumer Focus have produced two leaflets called Staying Connected Energy Consumer Checklist and Concise Checklist, which provide impartial advice for energy consumers. These can be viewed at [eonenergy.com/stayingconnected](http://eonenergy.com/stayingconnected).

### **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 make changes to your significant disadvantage, we will notify you at least 30 days in advance of when they will take effect. If you do not accept the changes, you can end this contract by telling us on or before the changes are due to take effect and arrange to switch to a different supplier. If you do this, the changes will not affect you unless we don't hear from your new supplier about the switch within 15 working days and your transfer to the new supplier has not been completed within a reasonable time. In that case we reserve the right to implement the new terms.

### **4. Ending this contract and switching supplier**

If you have recently asked to switch your energy supply to us, you have 14 days cooling off period 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.

Your switch should be completed no more than 21 days from the day after your cooling off period ends unless you've agreed a later date with us, or we are unable to complete your switch due to circumstances beyond our control.

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 usage.

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.

If you have a Smart meter we will get your readings from your meter remotely which includes obtaining half hourly readings unless you have agreed otherwise with us. If you do not want us to obtain your half hourly readings; please contact us on 0845 366 5973.

## **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 usage 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 usage.

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 premises 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.

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.

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 for any reasonable costs we incur as a result of your late payment or for recovering any money you owe.

If you pay by monthly Direct Debit we may amend your payment amount if your usage 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 to service your account. This will include providing you with energy efficiency advice. We may contact you by various methods including email or SMS where you have given your explicit consent. We will use your information for other purposes such as market research to help us better understand customer needs, provide a better service, or develop new products.

We may work together and share information about you with other organisations to provide products and services and for other purposes including fraud prevention and debt collection. If you have given us consent we will provide you with up to date information on other plans, services and special offers we provide. You can revoke this by calling **0845 0510202**.

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](http://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.

## 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 secure. 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.