

## **Terms and Conditions for E.ON Fixed 2 Year**

### **1 Your Energy Contract**

Your Energy Contract is with E.ON Energy Solutions Limited. We will supply you with Energy in accordance with these Terms and Conditions.

Your Contract is made up of these Terms and Conditions and 'Your details' shown overleaf provides the details of your plan. If your Contract with us is with 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.

### **2 Meter readings**

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.

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 0345 366 5973.

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

### **3 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:
- you have 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.

### **4 Payment**

You agree to pay us as set out in your payments detailed overleaf unless otherwise agreed.

If we need to split an account for more than one service or multiple premises we will allocate the payment accordingly.

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 as agreed we may:

- ask you to pay by another method;
- remove your discount;

- 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, recovering money you owe to us, any damage to our equipment or equipment provided by your network operator or you having asked us or our agents to visit your premises unnecessarily.

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.

### **5 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 however you must tell us on or before the date 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. If you have an outstanding debt with us then you'll need to pay this before you can switch supplier or we may object to the transfer taking place. You have 30 working days to clear the debt from when we object and for the price increase not to take effect.

### **6 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.

You must pay the balance of your final bill 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.

### **7 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.

## **8 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 appropriate. 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. We will provide you with up to date information on other plans, services and special offers we provide unless you contact us on **0845 0510202** to tell us otherwise. Calls may be monitored or recorded for training purposes.

## **9 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.

## **10 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.

## **11 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.

## 12 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 circumstances beyond our reasonable control;
- any business losses.

## 13 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.

## 14 The Small Print

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.

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.

If we fail to deliver the standard of service you expect, you can call our complaints advisors on **0345 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 **0345 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 has 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).

## **15 E.ON Fixed Price Plan**

**These Terms and Conditions are additional to those above and only apply to customers on our Fixed 2 Year plan.**

### **Fixed Price Terms**

We agree to fix your prices and rewards until the end date set out in your plan.

We may change the Terms and Conditions of this contract, but we will not change the prices unless:

- the information you have given us is incomplete or incorrect;
- there is an increase in VAT payable on electricity or mains gas;
- there is an increase in our costs as results of any action by a governmental or statutory body;
- you move home.

### **Joining**

Our Fixed Price plan is only available for single electricity of dual fuel customers with unrestricted or Economy 7 credit meters. It is not available for gas only customers.

### **Changes to your Fixed Price Plan**

If you choose to fix your electricity prices initially and later decide to fix your gas prices, your initial electricity plan will end and you will be offered a new dual fuel plan. This may have different prices and/or a different end date.

### **Moving Home**

If you move home you can take your Fixed Price plan with you, provided there are more than 90 days left on your current contract when you move. Different prices may apply dependent upon the location of your new home.

You will be charged a cancellation fee as set out in your plan if you move home and do not continue with E.ON for your energy.

### **If you leave before your end date**

We will charge a cancellation fee as set out in your plan if you transfer your electricity and/or gas to another supplier.

### **At your end date**

Following your Fixed Price plan end date we will switch you to our standard variable priced (E.ON Energy Plan). We will contact you in advance to notify you of your new prices and Terms and Conditions. You will not receive any rewards on E.ON Energy Plan.

### **E.ON Rewards**

E.ON Rewards are only eligible with the following products

- E.ON Fixed 1 Year
- E.ON Fixed 2 Years

- E.ON Energy Discount
- E.ON Age UK Fixed 1 Year
- Prepayment Reward

E.ON Rewards are offered for:

- *Online account management (excludes prepayment meters)*
- *Dual fuel*
- *Loyalty*

*The value of each of your rewards is set out in your plan*

E.ON may introduce, remove or change rewards at any time but these changes will not take effect until you start a new contract.

#### **Online account management reward (not available for Prepayment Meters)**

To be eligible to start earning your reward you must register and manage your account online. You will receive this reward while you continue to manage your account online; if you stop managing your account on line you will no longer receive this reward.

#### **Dual fuel reward**

- If you choose to take both gas and electricity from E.ON on one of the eligible products listed above you will be eligible to receive a dual fuel reward.
- If your gas is on any other E.ON energy plan you will continue to receive a reward for your electricity product.

#### **Loyalty reward**

The loyalty reward is for all customers who have been supplied continuously by E.ON for their electricity or gas for at least 1 year. The Loyalty reward level is calculated from when your first fuel came on supply.

- Level 1: 1 year or more but less than 2 years
- Level 2: 2 year or more but less than 3 years
- Level 3: more than 3 years
- The maximum loyalty payable is level 3

The level of loyalty reward is set out in your plan and will remain fixed until the end date of your plan. If you have a contract which is longer than 1 year, your loyalty reward will automatically be increased to the new level after 1 year on your new plan.

You will no longer **receive** a loyalty reward if:

- You move both your electricity and gas to our standard plan (E.ON Energy Plan or E.ON Energy Plan with Prepayment). However, your continued supply with E.ON energy will be taken into account on our standard plans and, should you later move to a plan with rewards, will be counted towards a loyalty reward.

- You move your electricity from an eligible plan.

#### **E.ON Rewards**

- Rewards are only payable on eligible products.
- Rewards are earned for each 12 month period (365 days).
- Rewards are accrued daily for each day that you meet the criteria for the reward and are applied to each bill/statement.
- The prepayment rewards are paid at six monthly intervals during your contract.
- Rewards are payable for the term of the contract provided you continue to meet the eligibility criteria.

At the start of your contract you can choose whether to take your E.ON rewards as credit on your bill or statement or as Tesco Clubcard points.

- Tesco points are at a rate of 1 Tesco point per pence reward.
- You must have a valid Clubcard account and register this with E.ON to receive your points.
- Age UK customers cannot choose to receive Rewards as Tesco Points.

#### **Changing your choice of rewards;**

- You cannot change how you receive your reward during the term of your plan.
- If you do want to change how you receive your rewards you will need to switch to a new plan and reselect your reward payment type. This plan will have a new end date and may have different prices.

**Tesco Clubcard Terms & Conditions can be found online at**

[www.eonenergy.com/terms\\_and\\_conditions/Residential-Terms-And-Conditions](http://www.eonenergy.com/terms_and_conditions/Residential-Terms-And-Conditions)