

E.ON Click & Save v11 tariff terms and conditions

1. About your contract

1.1 You and us

Your contract is between:

- you, the person (or people) responsible for use of the electricity and gas (we call that energy) we supply to the domestic property, and
- us, E.ON Energy Solutions Limited.

If your contract names more than one person, you'll all be responsible – as individuals and together – for paying your bills.

1.2 Your contract with us

These terms and conditions and the "Your tariff" section of your confirmation letter make up your whole agreement with us.

1.3 Confirmation letters

A confirmation letter may be sent to you by email to:

- confirm the details of your contract or a new tariff you've chosen, or
- remind you that your fixed term tariff is due to end, or
- if you're on E.ON EnergyPlan, tell you about changes to your prices or other terms and conditions.

1.4 Your meter

We may contact you at any time to offer you a smart meter. Smart meters aren't suitable for some properties.

Some of our tariffs may have cheaper rates at times when other people are less likely to be using energy (off-peak). Rates for other times of day (on-peak) may be higher than the equivalent single rate tariff. See section 11 for details of this.

If you have a tariff with more than one rate, your bill or statement will show both the on-peak and off-peak usage and charges.

We will tell you on every bill or statement whether you could save by switching to a different tariff (see the "Could you pay less?" section).

To get a quote for a different tariff go to eonenergy.com.

1.5 Which laws apply to your contract?

For properties in England and Wales, the laws of England and Wales apply to this contract. For properties in Scotland, the laws of Scotland apply.

Nothing in this contract affects your legal rights.

If we decide to ignore one or more of the terms in this contract, the others still apply.

If a court decides that one or more of the terms in this contract isn't valid, the others still apply.

1.6 Transferring the contract

We might transfer this contract to another company. If we do, it won't affect your rights to end the contract. We'll share your personal data with the company, so they can carry on supplying your energy.

You can't transfer this contract to anyone else without our permission.

2. Joining us and leaving us

2.1 Becoming responsible for the energy at a property we supply

This tariff doesn't apply if you've just moved into the property or taken over responsibility for energy used at the property. In that case your tariff will be our standard variable tariff E.ON EnergyPlan. You can find details of your prices at eonenergy.com/ourstandardprices. E.ON EnergyPlan doesn't have an end date and the prices can go up or down at any time. We'll tell you 30 days before we put the prices up.

Get in touch with us as soon as you can. Then we'll be able to bill you accurately. We'll also be able to tell you about tariffs that might suit you better. Go to eonenergy.com/services.

If you're a landlord we'll charge you for any energy used and any other energy-related costs while the property is empty, unless we agree something else with you.

2.2 Switching to us

2.2.1 Changing your mind

When you switch to us from another supplier, you've got 14 days from when you agree the contract to change your mind – the cooling off period. Your confirmation letter will tell you when it ends.

If you do change your mind, tell us before the end of the cooling-off period using the contact details in the letter and we'll stop your switch.

2.2.2 Checking your credit rating

We may check your credit rating to check you'll be able to pay your bills on time. We'll get information about you from credit reference agencies. We'll also look at our own records if you've been a customer in the last year. For more about this, go to eonenergy.com/personaldata.

Depending on what the credit check says, or if you don't want us to do a credit check, you might not be able to have this tariff, or we might ask you to:

- pay in a particular way, for instance by fixed monthly Direct Debit
- pay a security deposit

If you don't keep to the conditions you've agreed to we may change you to monthly billing at any time.

2.2.3 Making your switch happen

It shouldn't take more than 21 days to switch you over to us, unless:

- you've agreed a later date with us, or
- your old supplier won't let you switch. This might be because you owe them money, or
- we've had trouble getting the information we need, even though we've done everything we reasonably can to contact you, or
- something's happened which we can't control.

2.3 Your contract with us

When you agree a contract with us, we'll send a confirmation letter with all the details.

You can switch to another tariff (or supplier) whenever you like. But if your tariff has an end date, we might charge you a fee, known as an exit fee, if you switch more than six weeks before that date. Your confirmation letter will tell you about this.

For more about our tariffs, go to eonenergy.com

2.4 How we'll contact you

We'll send all confirmation letters and information about your account to you electronically. If you have given us a telephone number we may call you or send you text messages. We won't call you for marketing purposes unless you've agreed we can.

We may also text or message you or use social media if you've given us those contact details.

So you need to tell us straightaway if you change your email address, social media account or telephone phone number.

If you need to speak to one of our advisors you will need to complete a form on your online account and we will call you back.

2.5 Managing your account online

This includes everything you can do on the website, whether logged in or not.

We'll send you an email to let you know how to activate your online account. By activating your online account you'll automatically be able to view your bills and statements online and complete other tasks.

By using your online account you are authorising us to carry out all instructions you give us through that account.

You must keep your online password a secret. Let us know straight away if you think someone else is using your online account.

Sometimes, your online account or our online services may be unavailable for maintenance or problems we can't control. We'll do all we reasonably can to get things working as soon as possible.

2.6 When we can disconnect your energy

If you owe us money, we can disconnect your energy. But this is only a last resort. If you have trouble paying we do everything reasonable to help. If we do end up having to disconnect your energy, we'll contact you first to tell you.

If you've got a smart meter, we can disconnect the energy without visiting your property. For any other kind of meter, you'd have to give us access to it. If you don't, we might have to get a warrant and we'll charge you for that.

We, or your network operator, can also disconnect your energy for safety reasons, or if we think you've broken the law. We'll charge you what it costs us to disconnect your energy and reconnect it again.

You can ask us to disconnect the energy temporarily, for instance while building work is going on. Or you can ask us to disconnect it because you don't need it anymore, for instance because you're having the property demolished.

2.7 Ending your contract

Your contract will end when:

- you agree a new energy supply contract with us, or
- you switch to another supplier, or
- someone else becomes responsible for paying for energy at the property, or
- we disconnect your energy supply, or
- the energy regulator, Ofgem, orders another company to take over supplying your property. This is very rare and the new supplier would contact you.

We can change the contract with you if:

- you get a new meter fitted by your own agent or
- you start using the property as business premises.

In either of these cases, call us in advance and we'll explain what you need to do.

3. How we work out what you pay

3.1 Your energy charges

We work out your energy charges from:

- the daily standing charge that applies to your tariff times the number of days, plus
- the unit rate(s) that apply to your tariff times the amount of energy you use.

We then take off any discounts (see section 3.4), and add VAT.

Sometimes, you might also have to pay for:

- leaving your contract early. Your confirmation letter will tell you if you have to pay an exit fee
- sending copies of documents like bills or statements
- charges for paying your bill late or getting back money you owe us

- disconnecting or reconnecting your energy when you ask us to
- moving, inspecting, installing, reinstalling, testing (see section 7.4) or repairing a meter
- moving the meter to somewhere else in the property
- connecting to your local energy network
- getting into your property to access the meter or disconnect your supply

You pay extra charges if you have a Green Deal (see section 3.6). There can also be charges required by law or which our regulator says we have to collect from you.

To find out more about extra charges, go to eonenergy.com/additionalcharges.

3.2 Working out how much energy you've used

We work out your bill using a measure called kilowatt hours (kWh). We need readings from your meter to do this.

Electricity: your meter automatically uses kilowatt hours.

Gas: Your gas meter measures how much gas you use in cubic metres or cubic feet. How much energy you get from that gas depends on things like gas pressure and quality. So we have to convert the cubic metres or feet into kilowatt hours. How we work this out is covered in law.

If you have a smart meter we may be able to get readings without visiting your home. Otherwise you need to give us readings every month using your online account.

3.2.1 Smart meters

Smart meters record what energy you use every 30 minutes and keep that information for up to 13 months.

Normally we'll look at your smart meter once a month to see what you've used each day. That's unless you've agreed that we can take a reading more often, or you only want us to take a single reading each month and not measure individual days.

We may also read your smart meter when:

- your prices change
- you move to another of our tariffs
- you move home
- you ask us to
- you switch to another supplier. In this case we might send them the reading if you've agreed to that.

3.3 Using estimated readings

We'll have to estimate how much energy you've used if:

- we don't have a recent meter reading when we're due to send you a bill or statement

- the reading we have doesn't seem to be right
- your meter is faulty, or it's been damaged or tampered with.

We'll base our estimate on your previous readings. If we haven't got any readings, we'll base it on the average amount of energy someone in a property like yours uses.

If you don't agree with our estimate, you can give us meter readings by logging into your online account.

3.4 Discounts

You can see what discounts may be available by going online at eonenergy.com. Your confirmation letter will show what discounts you are getting at the moment.

3.5 Revised bills or statements

We may send you a revised bill or statement if we find out:

- the meter readings we used weren't accurate
- your meter wasn't working properly
- we had the wrong information about your meter.

We won't ask for payment for any charges for supply of energy that could reasonably relate to more than 12 months ago, unless you've behaved unreasonably or prevented us from getting any information we need to bill you.

3.6 Green Deal

Green Deal is a Government scheme that means a property can have energy-saving improvements fitted which are then paid for through the electricity bills for that property.

If your property has a Green Deal, you're responsible for paying the Green Deal charges. We'll collect these through your bills and pay them to your Green Deal provider.

Green Deal charges aren't included in the prices we agree with you when you switch to us or switch to a different tariff. We'll write to you about those charges as soon as we know what they are.

3.7 FIT payments

We're required to make Feed-in Tariff (FIT) payments under our supply licence. We can make FIT payments to you if:

- you've got a FIT installation which is accredited by Ofgem or the Micro Certification Scheme (MCS); and
- you get your electricity from us or from a non-mandatory FIT supplier when you apply for FIT payments.

We pay what's set out in the Feed-in Tariffs Order 2012, as amended, and our electricity supply licence. You can apply to be part of our FIT scheme at eonenergy.com/aboutfit

4. Paying us

4.1 Paying by fixed monthly Direct Debit

We'll agree a monthly amount with you and confirm it in writing. We'll also agree a date to take payments. We can change the amount if prices change or if you use more or less energy than we expected.

If we need to change what you pay we do that twice a year – on the anniversary of your contract or six months before or after. We'll tell you 10 working days before we change the amount or the date when we take your payment.

If your bank doesn't transfer the money on the date we've agreed, we'll try again. If your bank still won't pay us, or if you tell us you don't want to pay by fixed monthly Direct Debit any longer, you will need to pay by bank transfer. We'll tell you how to do this.

If the Direct Debit payment due date falls at a weekend or on a bank holiday we will take your payment on the next working day. We won't take payment early unless we've told you 10 days in advance.

Your quarterly statement will be available to view through your online account.

4.2 Other ways of paying

If we agree to accept payment in any other way, for example by bank transfer, we'll email you when your quarterly bill is ready to see on your online account. Payment is due within 14 days of your bill being available on your online account, unless we agree a different payment plan with you.

You must pay the amount on your bill unless you have a genuine reason to think it's wrong. In that case, you need to get in touch with us straightaway.

4.3 What we pay off first

We'll show Green Deal charges separately on your electricity bill or statement. Whenever you pay us, we'll split the money in proportion to what you owe for your Green Deal charges and any other charges you owe us.

For all other charges, we'll use what you pay us to pay off your energy charges, then your non-energy charges. We'll pay off the oldest charges first. If you've got more than one account with us, we'll decide which account to make the payment to, unless we've agreed a payment plan for a specific account.

4.4 Credits on your account

If there's a credit on your account, give us an up-to-date meter reading, and we'll decide if you're due a refund. If you're not due a refund, we'll tell you why.

4.5 If you're having trouble paying

Contact us through your online account. We might be able to agree a payment plan with you. We can also give you advice on how to cut your bills. If you don't contact us, we'll charge you what it costs us to get back the money you owe us.

4.9 If you don't pay us as we've agreed

If you don't pay us in the way and at the time we've agreed, we can:

- change how often we send you bills
- charge you what it costs us to get back the money you owe us
- ask you for a security deposit

- ask for payment out of any benefits you're getting
- move you to our standard variable tariff (E.ON EnergyPlan)
- ask you to pay for your energy in advance
- disconnect your energy (see section 2.6).

We may tell credit reference agencies about how you manage your account. If you don't pay us as we agreed, it can affect your credit rating and make it harder for you to borrow money.

5. Moving out

If you're not responsible for the property anymore, you need to tell us. Otherwise we'll keep charging you until someone else takes over responsibility for the energy.

When you move, give us a final meter reading and your new address so we can send you a final bill or any credit we owe you. If you've got a smart meter, we may be able to take a reading ourselves. We can also clear your data from the meter and the smart energy display. Make sure you leave the smart energy display behind.

We'll send you your final bill within six weeks of you moving out (or of us finding out you've moved). You'll need to pay it within 14 days of us sending it. We'll use your final reading. If you haven't given us one, we'll use the new occupant's reading or, if we don't have that, our own estimated reading (see section 3.3).

If you have a credit on any E.ON account when you move, we may use it to pay off a debt on any other account you have with us. This might be for a different fuel or property. We'll pay you anything that's left so make sure we have your new address.

If you move out of a property with Green Deal charges due, you'll have to pay those charges up to the date you move out, on top of anything else you owe.

6. Switching supplier

If you switch supplier, we'll do everything reasonable to make the switch happen within 21 days of the new supplier telling us.

If you have a smart meter, it might not work with your new supplier. Talk to us or your new supplier about this.

We'll do everything reasonable to get you a final bill or statement within six weeks of you switching.

We can stop you switching if you owe us money.

Your new supplier will start collecting any Green Deal charges you owe on your new property.

If you have a credit on any E.ON account when you have switched, we may use it to pay off a debt on any other account you have with us (for example for a different fuel or property). Any remaining credit will be paid to you.

7. About the energy we supply to you

7.1 Standards of service

Energy is delivered to your meter by your local network operator. You can call them on 105. You'll find details about them on your bill or statement.

Things can happen that can't be controlled by them or by us. For instance, your electricity or gas might be of lower quality than usual.

You can find information about what you should expect and any compensation rules at eonenergy.com/guaranteedstandards

7.2 Electricity national terms of connection

We are 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 property.

If you want to know who your network operator is, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London SE1 2AU: phone 0207 706 5137 or see connectionterms.co.uk.

7.3 Emergencies

If anyone living in your property has a serious medical condition or a disability, let us know. We'll tell your network operator, so they can try to make sure you can still use essential equipment if there is a loss of supply.

In a gas emergency, we or your network operator might ask you to turn down gas appliances or stop using gas altogether. You'll need to follow any instructions we give you.

Sometimes your gas might be turned off because not enough is available in the network. This is called a gas deficit emergency. It's rare, but if it happens you might qualify for compensation. It would be worked out in line with a document called the Uniform Network Code. We'll add the payment to your account as soon as the people who run the gas transmission grid tell us we should.

7.4 Meter faults and problems

If you think your meter is faulty, contact us through your online account and ask us to call you back so we can arrange to test it. You pay for the test, but if the meter does turn out to be faulty, we'll refund you. Until we've fixed the fault, we'll estimate how much energy you've used.

7.5 Getting access to your meter

You must let us, anyone we authorise or your network operators have access to your meter at any time. This will be in normal working hours unless it's an emergency or we've agreed a time with you. We'll also take as much care as we can while we're in your property.

You must not prevent us communicating with your smart meter.

We need to inspect your meter regularly to check it's safe and working properly.

If you don't let us have access to your meter, we can charge you our costs. That could include the cost of a warrant.

8 Complaints

If we haven't given you the kind of service you expect, you can:

- email through your online account
- write to us at Customer Service Centre, E.ON, P O Box 7750, Nottingham NG1 6WR.

Our customer care team can fix most things straightaway. If they can't, our resolution team will look after you until your complaint is resolved.

If you're not satisfied with how we respond, you can ask us to review your case.

If we haven't resolved your complaint after eight weeks, or if we've sent you a final resolution offer letter, also known as a deadlock letter, you can go to the Energy Ombudsman. It's a free and impartial service that sorts out disputes between energy companies and customers.

You can get in touch with the Ombudsman by:

- phone on 0330 4401624
- email at osenquiries@os-energy.org

What they decide is legally binding for us, but not for you.

Citizens Advice provides information about your consumer rights. They can also give you free, independent, confidential and impartial advice at any point during a complaint. Visit www.citizensadvice.org.uk/energy or call the Citizens Advice consumer helpline on 0345 404 0506. We put details of any changes to our complaints process on our bills, statements, and website.

9 Other responsibilities

9.1 Liabilities

We're not liable for:

- any harm to you, which we couldn't have expected when we agreed your contract
- any damage you suffer that's outside our control, whatever caused it

If the network operator causes you loss or damage, we'll only be responsible for what we're entitled to get back from them on your behalf.

The maximum we or the network operator can pay in any one year (January to December) for any incident, or related series of incidents is £1,000,000. That limit doesn't apply if someone has died or been injured, or if the law doesn't limit liability.

9.2 Your responsibilities

You're responsible for all the energy you or anyone else uses at the property, and for paying bills in line with this contract and for taking care of the meter.

You must take care of the meters at the property, including making sure they're protected from the weather. You're responsible for making sure there's a meter box or cover for the meter, or replacing them.

You must let us know straightaway if you think your meter is damaged or if you think it's been tampered with. If the damage is your fault or caused by your negligence, we'll charge you for repairing or replacing the meter. We can prosecute anyone responsible for damaging or tampering with metering equipment.

It's illegal and dangerous to interfere with our equipment, or the network operator's, for example to steal energy, or try to.

If you have a smart meter, you mustn't let anything stop it communicating with us.

10. Personal data

10.1 Processing your data

If you provide any personal data to us under this contract, E.ON Energy Solutions Limited will be the 'data controller'. Our Data Protection Office can be contacted at:

Newstead Court
Little Oak Drive
Annesley
Nottinghamshire
NG15 0DR

We will process your personal data in line with our privacy notice, which we will amend from time to time. You can find it at eonenergy.com/privacy. Or you can call us and ask for a paper copy. Our privacy notice sets out:

- where we might get data about you from
- why we need it
- what we might do with the data (including who we might share it with)
- the circumstances in which your data might be transferred abroad and
- how long we keep it for.

10.2 Your rights

You have a number of rights which relate to the access to and control of your data. These are also set out in our privacy notice.

11 Terms specific to Click & Save v11 tariff

11.1 About this tariff

You can't have this tariff if you pay in advance.

If you have an Economy 7 or Economy 10 meter or an electricity meter with a separate register for heating, you can only have this tariff if you pay a single rate for all your energy usage.

On this tariff you must manage your account online. If you need to speak to an advisor you will need to contact us through your online account and we will call you back.

You will need to provide us with a valid email address and a valid telephone number. If we can't verify your email address within a week after you've agreed to this contract, we'll cancel your switch.

If you don't have a smart meter you need to provide us with meter reads every month.

This tariff is only available as dual fuel or electricity only. You can't have it as gas only.

You must pay by fixed monthly Direct Debit.

Your prices are shown in your confirmation letter. These prices and your terms and conditions will stay the same until the end date shown in your confirmation letter, unless:

- you owe us money and we switch you to paying in advance or disconnect your supply
- a law or regulation means we need to make a change (like VAT changes)
- the government or our regulator (Ofgem) tells us to change our prices or terms and conditions.

You can arrange to switch to another of our tariffs or to another supplier at any time without giving notice, but if you switch supplier before we send you your renewal notice we may charge you an exit fee. See your confirmation letter for details. You cannot complete a switch to another version of this tariff until the end date.

11.2 What happens at the end date

At the end date, if you haven't switched supplier or agreed a new tariff with us, we'll switch you to:

- E.ON EnergyPlan Assist if you are eligible. You're eligible for E.ON EnergyPlan Assist if you have received or are due to receive a Warm Home

Discount in the current or previous Warm Home Discount scheme year. Prices on E.ON EnergyPlan Assist can change at any time, but will never be more than the cap set by Ofgem for a vulnerable safeguard tariff

- If you aren't eligible for E.ON EnergyPlan Assist, the latest version of your current tariff. The prices and terms and conditions may be different from your current version
- If we don't have a new version of your current tariff on sale, E.ON EnergyPlan, where prices will be variable and subject to change. You can switch tariff or supplier at any time and we won't charge you an exit fee.

We'll send a confirmation letter about six weeks before your end date with all the details about the tariff we'll switch you to.

You can find details of our other tariffs on eonenergy.com.

If you switch supplier or switch to another tariff our price protection rules may apply.

Our price protection rules

You can switch to another of our tariffs up to 20 working days after the changes are due to start and we'll keep you on your old prices and terms and conditions until your switch is complete.

If you decide to switch to another supplier, they'll let us know. If they tell us no more than 20 working days after the changes are due to start and your switch is then completed within six weeks, we'll keep you on your old prices and terms and conditions until your switch is complete.

However, if you owe us money we may stop you from switching supplier – we'll write and let you know. If you pay the money you owe us no more than 30 working days after we've let you know about it, you'll be able to carry on with your switch. We'll keep you on your old prices and terms and conditions providing your switch is completed within six weeks.