

# General terms and conditions of supply for domestic properties

## Glossary

### **Agents and service providers**

Agents provide services on our behalf. Service providers provide services to us.

### **Domestic customer**

Someone taking gas or electricity (or both) totally or mainly for home use – not a business premise (it can include an organisation using energy in a residential property, e.g. a landlord using energy to provide frost-protection in a vacant property).

### **Energy Ombudsman (also known as Ombudsman services: energy)**

An independent organisation that deals with customer complaints about energy supply.

### **Gas transporter**

A company who transports gas around the gas network.

### **Green Deal charges**

The costs of the Green Deal plan broken down into a daily charge which are set by the Green Deal provider and collected by us.

### **Green Deal plan**

Property by a Green Deal provider where the costs of such energy efficiency measures or improvements will be recovered by the Green Deal provider in the form of Green Deal charges.

### **Green Deal provider**

The party responsible for providing or installing the energy efficiency measures or improvements to a property under a Green Deal plan.

### **Liability**

What you and we are responsible for in law.

### **Local network operator or network operator**

The company which operates the local distribution network through which your electricity or gas is supplied.

### **Master Registration Agreement**

The agreement of the name required to be maintained pursuant to the electricity distribution licence conditions, which sets out the change of supply process and meter point registration.

### **Meter**

The device fitted to record the energy you use. It also includes any associated equipment.

### **Network Code**

The legal and contractual framework to supply and transport gas or electricity (as appropriate to the relevant code) which governs processes, such as the balancing of the system, network planning, and the allocation of network capacity through which energy is transported.

### **Non-standard product**

A product we supply, which has extra terms that apply along with these standard terms of supply (this may depend on the tariff that applies).

### **Ofgem**

The Office of Gas and Electricity Markets – they regulate Britain's gas and electricity industries.

### **Prepayment device**

A device that's used to top up a prepayment meter with credit which, for example, may be a card or a key.

## **Smart Energy Display (SED) or in-home display (IHD)**

An in-home energy use monitor provided as part of the smart meter installation, for use only at that property, which wirelessly connects to your smart meter(s). It shows you how much energy you're using in near real-time as well as how much it costs (for more information about your SED go to [eonenergy.com/smart](http://eonenergy.com/smart)).

## **Smart meter**

A meter (which may include an associated Smart Energy Display, communications hub and ancillary equipment) that records the amount of energy you use and can send this information to us remotely (removing the need for a meter reader to visit), as well as receiving information sent from us to the meter.

## **SMS (short message service)**

This is a text messaging service that allows fixed line or mobile phone devices to exchange short text messages.

## **Subcontractor**

A person or company who carries out work for us.

## **Tariff**

The rate or rates for each unit (kilowatt-hour or kWh) of electricity or gas (or both) that you use under this agreement (including any daily standing charge) plus any other charges.

## **We, us, our**

E.ON, which is the company that supplies electricity or gas (or both) to your home, unless we transfer your supply to another organisation as we're allowed to do under these terms, or we're transferred to another group of companies – see 'Who supplies your gas or electricity (or both)'.

## **Working day**

Any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a bank holiday.

## **You, your**

The person, or organisation, taking the supply of gas or electricity (or both).

### **1. Standard agreement with E.ON Energy Solutions Limited for supplying gas or electricity (or both)**

- a. These are the standard terms of our agreement with you. You may have agreed to extra non-standard product terms depending on the tariff that applies. We've designed these standard terms and prices for single, domestic premises with an individual meter. By entering into this agreement, you agree that you're a domestic customer. If you stop being a domestic customer and become a business customer instead, you agree to let us know within seven days of the change taking place. This'll allow us to arrange for your supply to be transferred over to our standard business terms or to a new supplier.
- b. This agreement is based on the information you have given to us, either directly or through an agent. If:
  - we can't check any important information about you or your meter, or the information available is not up to date, or the information you've provided is significantly inaccurate, false or misleading, or we can't supply a customer with your type of meter or metering arrangements, or
  - your meter, or metering arrangements, or the smart data consent level you've selected (being monthly, daily or half-hourly – go to [eonenergy.com/personaldata](http://eonenergy.com/personaldata) for more details of smart consent) are not suitable for the tariff or payment option you've chosen;

we can choose not to go ahead with our agreement with you which means we may terminate it and where possible we'll offer you different terms to reflect your supply circumstances and/or offer you a different payment option.

We'll contact you to offer you any such alternative. We may ask you to change your meter or metering arrangements before we can supply you if necessary, to enable us to do so and we have no right to make those changes for you. You'll need to arrange for this to happen (at your own cost) before we can begin supply.

- c. If you've selected our standard tariff during the change of supplier process and we provide you with incorrect prices in error, we can choose not to go ahead with our agreement with you which means we may terminate it and we'll offer you the correct prices. If you receive such a notification from us then you'll either be given the option to accept the revised terms and continue with your registration with us (if we spot the error in time) or where you've already transferred over to us we'll notify you of the correct prices and the terms of clause 6 will apply. Where you're already a customer and you select our standard tariff and we provide you with incorrect prices in error we'll notify you of the correct prices and the terms of clause 6 will apply. In this clause references to 'we' may (as applicable) also include any person acting on our behalf (as applicable).
- d. We can refuse to supply premises under these standard terms if they're split up into more than one home whether or not each home has an individual meter.

## **2. Who supplies your gas or electricity (or both)**

E.ON Energy Solutions Limited is our trading name and we supply gas or electricity (or both) to you. If we supply both your gas and electricity, we do so under separate agreements, although you may receive a combined bill (which will show your gas and electricity charges separately).

## **3. When this agreement starts**

- a. Each separate agreement for gas or electricity runs from the date that you:
  - signed it;
  - accepted it on the phone; or
  - sent in an online application (either direct or through an online agent).

If none of these apply to you, the agreements start when you start taking the supply (this is known as a deemed contract which will continue to apply until we or another supplier begins to supply you under an agreement that you've signed, accepted on the phone or accepted online).

- b. If we're taking over from another supplier, we must complete the transfer within:
  - i 21 days of the date you entered into an agreement with us (for example, if that date is the 6<sup>th</sup> of the month then we must complete the transfer either on or before the 27<sup>th</sup> of that month); or
  - ii where a cancellation period applies (see clause 4 for more details), which can't be longer than 14 days, within 21 days of the earlier of:
    - the date on which the cancellation period ends (so you must be transferred either on or before day 35 - for example, if that date is the 6<sup>th</sup> of August then we must complete the transfer either on or before the 10<sup>th</sup> of September or
    - the date we mutually agree that the transfer may proceed during the cancellation period (for example, if that date is day 6 of the cancellation period then we must complete the transfer either on or before day 27);
- c. However, we do not have to complete your transfer within the period set out above if:
  - i you ask for the transfer to take place at a later date;
  - ii you withdraw your request to transfer your supply by telling us that you no longer want to change supplier;
  - iii your old supplier has objected to the transfer;
  - iv after taking all reasonable steps, we still don't have all the information we need from you to complete the transfer, and that information is not readily available from another source; or
  - v after taking all reasonable steps, we are prevented from completing the transfer due to any other reason that's beyond our control.
- d. If the transfer has been delayed for one of the reasons set out at (c) iii, (c) iv or (c) v above, once that reason no longer applies we'll complete the transfer as soon as we reasonably can, and at the latest within 21 days of the date that the reason for the delay no longer applied (unless you no longer want to continue with the transfer).
- e. You agree to your old supplier:
  - giving us all your relevant details to help with your transfer; and
  - transferring to us the right to collect any debt you owe to that supplier and passing over all relevant account information.

## **4. Changing your mind**

You can cancel this agreement within 14 days (being the cancellation period) from the date you signed it, accepted it on the phone, or made your application online (where the first day of that 14 day period is the day after the date you signed your agreement, accepted it on the phone, or made your application online) or within 7 days of the date you receive your welcome letter - whichever is the latest. To cancel, let us know your name, address and contact details by:

- emailing us at [cancellations@eonenergy.com](mailto:cancellations@eonenergy.com),
- writing to us at E.ON Customer Cancellation Team, Caxton Road, Bedford MK41 0EW, or
- calling us on 0345 301 4905

If you write or email us, you must do so 3 days before your 14-day cooling off period ends.

## **5. Our charges and where to find them**

You agree to pay our charges based on the tariff that applies. You can find details of our charges and how we work out our charges in any 12-month period on your bill/statement, in our tariff literature, at [eonenergy.com/termsandconditions](http://eonenergy.com/termsandconditions) or by calling us. We'll add VAT at the appropriate rate to our charges if this applies.

## **6. Changes to our charges or the terms of this agreement**

- a. We may change our prices (including by making any reduction in the amount of a discount that is applied to a unit rate or standing charge) or make a unilateral change to these terms and conditions. If we increase our prices or make any other change to the terms of this agreement that disadvantages you, we'll tell you about the changes in an appropriate form and at an appropriate time (leaving you reasonable time to avoid the changes should you wish to do so and, where appropriate, taking into account your preferences) to prompt you to make

an informed choice in light of our proposed change(s) before they take effect. If you don't accept the changes, you may end this agreement and change supplier. The changes we make won't apply to you as long as:

- no later than 20 working days after (but not including) the date on which the increase in the prices or any other unilateral change to the terms of this agreement takes effect and we've received notification under the Master Registration Agreement (for electricity) or the Network Code (for gas) or both that another supplier will begin to supply your home within a reasonable period of time and the supplier does so; or
  - you've entered into a new agreement with us which comes into effect no later than 20 working days after (but not including) the date on which the price change or any other unilateral change to the terms of this agreement takes effect.
- b. If you owe us money and we object to you transferring your supply to another supplier, if you still want to leave us you must pay us any money you owe within 30 working days of us telling you that we object to the transfer. If you don't pay the money you owe within 30 working days, the changes we told you about will apply. As well as paying this money, you should also get in touch with your new supplier to make sure that they'll register you as their customer within the 30-working-day period.
- c. When we change prices, we'll either estimate the meter reading on the date the price change takes place or, if you've got a functional smart meter and we're able to do so, take a remote reading at the relevant time. We'll use this reading to work out your charges at the old prices up to the date we change the price (unless you give us an actual meter reading on that date or we've been able to take one remotely, in which case we'll use that to work out your charges). We'll then use the new prices from that date.

#### **7. How any Benefits, Discounts and/or Bundles will be applied to the prices you pay**

- a. If we offer a benefit on your tariff for paying for energy supplied by Direct Debit, that benefit may be applied automatically through either:
- i a lower daily standing charge, and/or
  - ii a lower unit rate,
- than we charge other credit customers on the same tariff who pay by other means.
- b. If you agree to pay your energy charges by Direct Debit but that arrangement fails to operate or you don't comply with your obligations relating to the payment method (for example if you cancel your Direct Debit or your Direct Debit fails) we may transfer you to the non-Direct Debit version of your tariff (which may not have the same beneficial rates or charges as applied to the original version of your tariff) and will give you notice of any change to the terms of this agreement. If your tariff doesn't have a non-Direct Debit version, we'll transfer you to the non-Direct Debit version of our standard tariff. In either of these cases your monthly payments may not be enough to pay for your energy use and then there may be an outstanding balance due for payment immediately.
- c. If we offer discounts and/or bundles, for example, a bundled discount (where another product or service is provided as part of the gas or electricity agreement) we'll specify the conditions relating to that discount and/or bundle in the supplementary terms and conditions applicable to that non-standard product.
- d. If you've got a Dual Fuel account with us:
- you'll receive combined gas and electricity bills (rather than receiving separate bills for each fuel); and
  - you must make combined gas and electricity payments (rather than paying for each fuel separately).
- e. Any combined bill will show the charges for gas and electricity separately.
- f. If you move to a house supplied by E.ON, you may not be able to transfer your tariff and/or any associated benefits. You should check the details of your offer and any extra terms and conditions that apply. You can find details of your current tariff in your confirmation letter or email.

#### **8. Meter readings**

- a. Unless you have a functioning smart meter that can provide us with your meter readings remotely, you must give us meter readings at least every six months. This'll help us to make sure your bills are as accurate as possible. We may ask you to provide more frequent meter readings depending on your payment method.
- b. When we produce your bill or statement, we will, if possible, use a meter reading that we (either via a metering agent or remotely if you've got a smart meter) or you've taken (this is an 'actual meter reading'). If no actual meter reading is available, we'll produce a reasonable estimate of energy use at your property. You agree to pay the estimated amount or give us an actual meter reading. We'll send a new bill based on this reading (unless you agree otherwise) or, if no bill is due at that time, we'll use this when we work out your next bill (unless a further actual meter reading is provided).
- c. If you take both gas and electricity from us, and you don't have a functional smart meter and want to update your energy use you must give us both meter readings, even if only your gas or your electricity use has been estimated. If we don't receive meter readings for both fuels, the fuel without an actual meter reading will be

estimated when we next send you a bill. When we receive an actual meter reading from you or a meter reader which shows us that any previously estimated meter readings we used to prepare your bills may have been over or underestimated, we may cancel and replace the relevant bills. If we do this, we'll use the actual meter reading and the typical energy use of gas and electricity (whichever is appropriate) for the relevant time of year to prepare a more accurate estimated meter reading for the earlier bills. If any price change has taken place in the meantime, we'll use the relevant prices before and after the price change when working out the new bill. This'll be based on our revised reasonable estimate of the meter reading at the date of that change, unless you provide us with your own meter reading at the date of that change.

- d. If your home shares an unmetered supply of gas or electricity (or both) with other premises (for example, electricity used in shared parts of a building divided into flats), we may estimate the amount of gas or electricity (or both) used and charge you an appropriate share.
- e. If, in our reasonable opinion, the meter reading you provide isn't accurate, we won't use it, but we'll try to contact you to get a new meter reading to use instead.
- f. If, for any reason, your meter doesn't register any gas or electricity used, you agree to pay the amount that we reasonably estimate you've used.

#### **9. Other charges we may make**

- a. We may charge to recover any reasonable costs of collecting payments from you. These may include the following:
  - i Costs we pay to recover money you owe us, which may include costs of visiting your home (unless the reason for the visit is beyond your reasonable control).
  - ii Administration costs involved in collecting your debt (including the cost of any phone calls made to you by us or our agents).
  - iii Costs of applying for and getting a warrant of entry and carrying it out.
  - iv Costs of tracing you if you've moved and not given us a forwarding address.
  - v Green Deal charges for energy efficiency measures or improvements that you, or a previous occupant of your property, have made in your home.

#### **10. Costs to do with unaccepted payments**

- a. We may also charge to recover any reasonable costs we have to pay if:
  - we have to return a cheque to you, or a Direct Debit payment is rejected because there's not enough money in your account; or
  - you send us a post-dated cheque (i.e. a cheque with a future date written on it) or if we have to pay costs to give you copies of cheques and bills.

#### **11. Costs to do with your meter (whether it is a credit meter or a prepayment meter)**

- a. We'll charge to recover any reasonable costs of the following:
  - i Moving your meter, unless you're of a pensionable age, chronically sick or have an impairment, disability or long-term medical condition (including but not limited to a visual, auditory or mobility impairment) or any other characteristic we identify as being relevant (see below clauses 17-22)
  - ii Repairing or replacing a damaged meter or meter seals, if the damage is your fault.
  - iii Disconnecting or reconnecting the supply if you ask us to.
  - iv Carrying out a meter accuracy test if you ask for this and we don't find a fault with the meter (which may include the costs of any visits to your home where we don't find a fault with the meter).
  - v Getting a warrant to enter your home if you refuse to let us in, and reasonable costs related to entering your home with the warrant.
  - vi Dealing with something you do that breaks the terms of this agreement.
- b. Changing your meter if you ask us to in circumstances other than the ones set out in clause 11(a) above is typically free of charge (and will always be free if you're of a pensionable age, chronically sick or have an impairment, disability or long-term medical condition (including but not limited to a visual, auditory or mobility impairment) or any other characteristic we identify as being relevant and can't use your existing meter) but we reserve the right to charge you if you request more than two single or two Dual Fuel meter exchanges within a 12 month period of the original exchange (and your circumstances haven't changed) or clause 12 (a)(iii) below applies.
- c. If you have a restricted metering arrangement and either you ask us, or we ask you and you agree, to change your meters to standard meters (be that traditional credit meters or prepayment meters or smart versions of the same), we won't charge you for changing your meters. However, should any re-wiring etc. be required as part of the meter exchange you'll need to carry this out at your own cost. Access to a single-rate tariff won't be dependent on you agreeing to change your meter(s) from a restricted metering arrangement to a non-restricted metering arrangement. Once the meters are changed, we won't change them back to your original restricted metering arrangement.

#### **12. Costs to do with your prepayment meter**

- a. We may also charge to recover the reasonable costs of the following:

- i Replacing a prepayment device and the reasonable costs of getting it to you.
  - ii Visits to your premises by our agents if you've contacted us to tell us that you've run out of credit due to a fault with your prepayment meter or prepayment device (or both) if we can't find a fault and the visit results in credit being added to your prepayment meter by our agents.
  - iii Fitting a prepayment meter to avoid cutting you off or as a fraud-prevention measure (we may decide not to enforce these charges depending on your circumstances).
  - iv Changing a prepayment meter to a credit meter or a credit meter to a prepayment meter where the reservation in clause 11(b) applies.
  - v Our agents visiting your premises if you've not taken reasonable care of the meter, and the reasonable costs of repairing or replacing the meter.
- b. If we're unable to support your smart functionality we won't charge you for replacing a smart prepayment meter with a traditional prepayment meter where you're switching to us from another supplier.

### **13. When payment is due**

- a. We'll send you a bill in a form and at a frequency that's sufficient to enable you to understand and manage the costs associated with your tariff and the electricity and/or gas that you use. Payment is due when we bill you but we'll give you a reasonable amount of time to pay. You must pay the amount shown on your bill in full, on or before that date unless we've agreed a different payment arrangement with you. Once a demand for payment has been made (i.e. you've been billed) if that bill remains unpaid for a period of at least 28 days, we have the right to object to you transferring to another supplier until you've paid your account in full. If there's a genuine dispute about any amount, you must pay the amount you agree you owe. When we've settled the matter, we'll adjust the bill as appropriate. If you're entering into this agreement together with other people (such as your partner), you're each responsible for paying all amounts until they're paid in full. If you owe us money (including in relation to another property where we've supplied you) we'll use any payments you make to pay off the oldest debt first.
- b. We won't accept payment other than by our specified payment methods and any cheques sent in payment of a bill must be accepted by the UK banking industry and can only be considered as settlement for any monies owed to us once cleared by our bank.
- c. If you fail to pay your bill or we believe that you're at risk of failing to make the payments that are due to us, we'll assess your ability to pay and where appropriate we may change the frequency at which you receive your bills. We'll notify you before we make this change.
- d. When we issue a bill, we can only seek to recover charges for the electricity or gas (or both) used in the last 12 months, unless:
  - the bill was sent prior to 1st May 2018 or
  - we've previously issued a compliant bill and we're seeking payment for previously billed charges, or
  - you behave in an obstructive or manifestly unreasonable way (for example you don't allow us access to your meter(s) to read them without good reason or you're behaving unlawfully by stealing electricity or gas or, where you own your meter you fail to keep it in proper working order), or
  - any other circumstances specified by Ofgem.

### **14. Instalment plan and payment scheme**

- a. If you can't pay your bill, we may offer you an instalment plan instead of fitting a prepayment meter. This plan will spread the money you owe us over a period of time and at a rate that should be affordable for you. It's a condition of the instalment plan that you also agree a payment scheme to pay for your energy use. You can pay off the full amount you owe at any time before the instalment plan ends.
- b. While you still owe us money under your instalment plan, you may not be able to change supplier. If you move home, you'll have to pay us the full amount you still owe under the instalment plan, unless you ask us to transfer the amount over to your new address and you continue to take your supply from us. We'll set up a new payment scheme and instalment plan for your new address.
- c. If you fail to make any payment due under the instalment plan, the plan will automatically end and we may install a prepayment meter or change the operating mode to prepayment if you've got a smart meter, to help you pay for the energy you use and recover any money you still owe us.

### **15. Refunding money we owe you**

We may keep any money we owe you and use any payments you make or any security deposit you've paid, to reduce any debt you owe us or any of the other companies in our group. We may do this if the debt is to do with supplying gas or electricity (or both) or the terms of your agreement. This'll include any special terms you have agreed to. The amount we keep will not be more than the amount you owe us.

### **16. Asking for a deposit**

- a. We may ask you to pay a reasonable amount upfront – a deposit – as security against payment for your gas or electricity (or both). We may do this to protect us against likely loss if you break the terms of this agreement. We won't ask for a deposit if you choose to pay for your gas or electricity (or both) through a prepayment meter and it's safe and reasonably possible for you to use a prepayment meter. We'll only ask for a deposit if it's reasonable for us to do so in the circumstances. If we ask you for a deposit and you don't pay it, we may be entitled to:

- refuse to supply gas or electricity (or both) to you; or
- cut off your gas or electricity (or both) until you pay the deposit (plus any reasonable costs we've incurred as a result of cutting off and reconnecting your supply).

**17. Damage to the meter (which for a smart meter also includes the SED, communications hub and any ancillary equipment)**

- You must take reasonable care to make sure that the meter isn't interfered with or damaged.
- If you notice any damage to your meter, or if you suspect that someone has interfered with your meter, you must tell us as soon as possible.

**18. Position of the meter**

Our meter readers must have easy access to read your meter. The meter must also be in a safe, secure and weatherproof position. If it isn't, or it isn't easy to get at, you must provide a suitable position and allow us to move the meter. You agree to pay our reasonable costs for moving the meter unless the unsuitable position was our fault or you're of a pensionable age, chronically sick or have an impairment, disability or long-term medical condition (including but not limited to a visual, auditory or mobility impairment) or any other characteristic we identify as being relevant.

**19. Access to your meter**

You'll need to give us reasonable access to read, install, test, inspect, repair, remove or replace your meter when necessary. If we're unable to do so remotely, we may also need access to convert your meter (if it's a smart meter) from a 'credit' setting to a 'prepayment' setting (or vice versa), or to cut off or reconnect your supply.

**20. Prepayment meters**

- You may ask us for a prepayment meter. We'll install one for you if we reasonably can or, if you've got a type of meter we can convert from a credit setting to a prepayment setting (either remotely by using the wireless network or by inserting a prepayment device into the meter), we may do that instead. Please remember that a prepayment meter may be more expensive than other ways to pay for energy.
- We may ask you to pay for your gas or electricity (or both) through a prepayment meter on our prepayment terms. We may do this if:
  - our credit checks indicate this is the most appropriate payment method for you;
  - a prepayment meter is already installed;
  - we have reason to believe that someone has tampered with an existing meter; or
  - you owe us money and by installing a prepayment meter we can avoid cutting off your gas or electricity (or both).
- If you've got a prepayment meter fitted (or, if you've got a smart meter where the operating mode is changed to prepayment) then you'll be provided with some supplemental terms and conditions either by us or by an agent acting on our behalf who provides you with the key/card for you to add credit to your meter which, for example, will explain:
  - how credit can be added to your prepayment meter,
  - your meter displays, etc.
- If you've got into debt and you're paying off the money you owe us through a prepayment meter, you must make the weekly repayments we've agreed with you to make sure you pay back the money you owe us. You'll need to add more credit to your meter over and above the repayment we've agreed with you to pay for your ongoing energy use.
- If you fail to keep up with the repayments we've agreed with you (e.g. you fail to top up your meter with credit) we'll review your ability to pay and we may, where appropriate:
  - ask you to repay the total amount you owe us straight away, or
  - increase the weekly rate at which you're paying off the debt (we'll tell you about this before we do so), or
  - seek to recover that debt by an alternative means (e.g. we may agree another payment method with you), or
  - take action against you through the courts to recover the debt.
- A prepayment meter may be exchanged for a credit meter (or converted from prepayment to credit mode if a smart meter has been installed and the functionality is available) upon your request provided you demonstrate a good credit or payment history. We usually ask for any outstanding debt to have been paid before the exchange takes place and that you've complied with any additional terms and conditions we may have notified you about (e.g. you may need to demonstrate 6 to 12 months good payment history). A security deposit or some other form of security may be required before we carry out such an exchange. Meter exchanges are usually free of charge but are subject to our fair and reasonable request policy as set out in clause 11(b).

**21. Smart meters (which includes the SED, communications hub and any ancillary equipment)**

- If you agree to have a smart meter installed, we or our agent will contact you to arrange a convenient appointment for the installation to take place. If we or our agent are not let into your property for the

appointment we've agreed with you to install the smart meter, we may charge you the costs of that visit, unless you gave us at least 48 hours' notice that the agreed time was no longer convenient.

- b. The smart meter and the Smart Energy Display that we, or our agents, have provided free of charge (or by way of a replacement) will be owned by us at all times. If you move house, you must leave the Smart Energy Display in the property, unless it's a display unit that you've purchased for your own use in which case you may remove it from the premises.
- c. If you had a smart meter installed by your previous supplier, we'll treat it as a traditional credit meter until such time as we notify you that we're able to utilise its smart functionality. If the smart meter is operating in prepayment mode and either we require you to or you wish to continue on a prepayment tariff then we'll subject to clause 12(b), replace your smart prepayment meter with a traditional prepayment meter until such time as the appropriate smart functionality is available to us and we're able to arrange for your meters to be changed back to smart meters set in prepayment mode.
- d. Once the smart functionality is available, if you've got a smart prepayment meter and transfer supply over to us your old supplier will convert your smart prepayment meter to a smart meter set in credit mode to ensure that you continue to be supplied during the change of supply process. We'll do the same if you decide to transfer supply over to a different supplier as part of the change of supply process, and once that has occurred, your new supplier should be in touch to let you know next steps. When we take over your energy supply, we'll change the smart meter back to being a smart prepayment meter where either we require you to do so or you wish to continue on a prepayment tariff). However, if there are any communication issues with your smart meter(s) we may have to leave your meter(s) set up in credit mode. If this occurs, we'll review what steps we may need to take to recover any debt accrued whilst the meter(s) remains in credit mode.
- e. Once a smart meter is installed and the smart functionality is available for us to use (which we'll notify you about) we'll be able to take meter readings, diagnose any technical problems (as we'll receive various alerts from the meter that'll let us know if something is wrong, including if your meter has been tampered with in some way), update your meter and monitor your energy use (to the level we're allowed to or you consent to), without visiting your property. We'll use those readings to work out the bills that we send you. We can also, without visiting your home:
  - switch your smart credit meter to work as a smart prepayment meter; or
  - switch your smart prepayment meter to work as a smart credit meter; or
  - disconnect your supply (but only if the circumstances set out in clause 29 apply);if we have the right to do these things under the terms of this agreement or by law.
- f. Once a smart meter has been installed and the smart functionality is available for us to use, your bills will be based on the meter readings we take from your smart meter. In some circumstances we may still have to estimate some of your bills if your smart meter has failed or the communications to the smart meter have failed. We may also need to send an agent to take meter readings if a failure occurs or if there's an issue with your meter. We'll still need an agent to visit from time to time to carry out an inspection of your smart meter in line with our legal and regulatory obligations (see clause 19 for details of the access required to your meter).

## **22. Who owns your meter and any related equipment?**

- a. Unless you've chosen to fit your own meter and any related metering equipment (which must meet certain standards and be fitted in accordance with industry procedures otherwise it may be removed by us or our agent, in which case you own the meter a service provider (such as a metering agent or the network operator) owns your meter and any related equipment supplied with it (such as a display unit supplied with a smart meter), even when it's installed at your property. If they transfer your meter to another service provider, you agree that both you and the new service provider will continue to have the same rights and obligations as before.
- b. Generally, you'll be responsible for all the pipes, wiring and equipment on your side of the property beyond the meter installed at your premises and we're not responsible for those nor for their safety. Exceptionally, there may be equipment beyond the meter which you're not responsible for. You're also responsible for the meter housing including any external meter boxes (including the doors and covers).

## **23. Moving home and your responsibility for the energy charges**

- a. You may end this agreement at any time. If you're moving home, you must ensure you comply with (i) and (ii) below:
  - i You must give us at least two working days' notice before you move home. You must also give us details of your new address and your final meter readings so that we can send you your final bill. If you've given us the correct notice, your agreement with us will end on the date you move out of the property. If you fail to give us the correct notice, your agreement will end either:
    - two working days after you tell us that you have moved; or
    - when someone else takes over the supply;whichever is first.
  - ii Until your agreement ends, you'll still be responsible for paying for any gas or electricity (or both) used at your old home. This means if you delay in telling us about your move, you may have to pay for any energy used



during the period when nobody else was registered as taking the supply. If you don't give us your new address and we have to pay costs to trace you, we may add these costs to your final bill.

#### **24. Your right to end this agreement**

- a. Your agreement with us will end if and when:
  - you change supplier and the new supplier starts to supply your home;
  - we start to supply you under a new agreement;
  - we lose our licence to supply gas or electricity (or both);
  - we end this agreement as described below; or
  - the supply is cut off because it's no longer needed.
- b. Until then, this agreement will continue to apply, and you must pay for all gas or electricity (or both) used up until it ends.
- c. You may end your agreement with us at any time as described above under 'Ending this agreement' and below in 'Transferring to a new supplier'.

#### **25. Transferring to a new supplier**

- a. You may transfer to a new supplier at any time subject to the following:
  - i If you want to transfer to a new supplier, we can prevent the transfer if:
    - you tell us that you've not entered into an agreement with another supplier and you want us to prevent the transfer;
    - you owe us money;
    - your proposed new supplier agrees that the transfer was a mistake; or
    - your proposed new supplier does not apply to transfer all the related electricity meters at the premises on the same day.
  - ii We'll take all reasonable steps to send you your final bill within six weeks of the transfer to your new supplier being completed. If we receive further information that allows us to correct a mistake in your final bill, we'll send you a corrected final bill as soon as possible after we receive the further information.
  - iii There's no charge for transferring to a new supplier, and we'll do everything reasonably possible to help with the transfer. You may have to pay an exit fee if it applies to your particular non-standard product.

#### **26. Our right to end this agreement**

- a. We may end this agreement by giving you 28 days' notice in writing. We may end the agreement immediately in the following circumstances:
  - i If you've failed to pay for your gas or electricity (or both), can't pay your debts, or you've failed a credit check, and:
    - You've refused our offer of letting you pay in instalments or through having a prepayment meter fitted; or
    - It's not reasonably possible for us to fit a prepayment meter.

We may also give you the opportunity (where possible) to pay directly from any state benefits you receive.

ii If you break the terms of this agreement in any other way which would reasonably be considered to be serious (for example, you tamper with your meter).

iii If we lose our licence to supply gas or electricity (if this applies).

#### **27. Transferring your details and, where applicable, a debt to a new supplier**

- a. We may give your new supplier any relevant details to help with the transfer. If you owe us money, we may object to your transfer. Alternatively, we may agree with your new supplier to transfer the debt (if it's below a pre-set industry value) to your new supplier for them to collect. Provided you do don't object, we'll give them full details of the amount you owe and provide any information that's required to enable the transfer of the debt to proceed. If you do object to this information being provided, we won't be able to continue with the transfer.
- b. Ofgem can withdraw our supply licence in certain circumstances. To make sure you don't lose supply, Ofgem may give a 'last resort supply direction' to another supplier to take over the supply from us. If this happens, your agreement with us would end on the date the Ofgem direction took effect.

#### **28. Cutting off your gas or electricity (or both)**

- a. We have the right to cut off your gas or electricity (or both) in certain situations only. We may do this in the following circumstances:
  - i If you've failed to pay for your gas or electricity (or both), can't pay your debts, or you've failed a credit check; and
    - You've refused our offer of paying in instalments or through a prepayment meter; or
    - It's not reasonably possible for us to fit a prepayment meter.

We may also give you the opportunity (where possible) to pay via deductions from any social security benefits you receive.

ii If you don't pay a deposit we've asked you to pay, as set out in clause 16, 'Asking for a deposit'.

iii If it's not reasonable, in all the circumstances, for us to supply you, and we give you seven days' notice that we're ending this agreement and cutting off your gas or electricity (or both).

- b. We may also cut off your gas supply if supplying gas to your home might put the public in danger and we've taken all reasonable steps to prevent that danger from arising.
- c. If we supply you with both gas and electricity, we do so under two separate agreements. We won't cut off both your gas and electricity unless this is for a reason which applies to both gas and electricity (e.g. if you've failed to pay for your electricity, but you've paid for your gas, we won't cut off your gas supply (as long as there's no other reason for cutting off your gas supply)).
- d. If you're having difficulty paying, we'll offer to fit a prepayment meter before we cut off your gas or electricity (or both). If necessary, to avoid having to cut you off we may apply for a warrant to fit a prepayment meter without your permission. Or, if you have a type of meter (including a smart meter) that we can convert from a credit setting to a prepayment setting (either remotely by using the wireless network, or by inserting a prepayment device into the meter), we may do that instead. You must then pay for gas or electricity (or both) at our prepayment rates, which may be more expensive than other ways of paying for your gas or electricity. We may also set the meter to collect any money you owe us. We'll tell you if we do this. You must pay any costs we may reasonably ask for if we have to change, convert or reset your meter.

e. **Costs**

You must pay our reasonable costs if we have to cut off or reconnect your supply for any of the reasons described in this clause 28. Those costs may include the cost of visits to your home.

**29. Restricting or cutting off your supply in an emergency**

- a. We may cut off your supply if we must do so by law or in an emergency, or as a result of other circumstances beyond our control.
- b. If we supply you with gas, we and the gas transporter who operates the network through which the gas is supplied to you also have the right to tell you to restrict or stop your use of gas if we or the gas transporter have to do so by law or in an emergency. You must then follow our instructions. Where applicable, if you receive such a request, you may be entitled to a compensatory payment and if you are, we'll ensure it's paid to you as soon as reasonably practicable after we receive it from the party liable for funding that payment.
- c. In an emergency, you must allow us, and anyone we authorise, safe access to your meter at any time.

**30. Costs**

Where it's reasonable in the circumstances for us to charge you, you must pay our reasonable costs if we must cut off or reconnect your supply for any of the reasons described in clause 29 above. Those costs may include the cost of visits to your home.

**31. Limits on our liability**

- a. Nothing in this agreement removes our legal liability for death or personal injury caused by our negligence. This agreement doesn't affect any rights you have by law, including your rights under the Consumer Protection Act 1987.
- b. Except for liability for death or personal injury as set out above, we're not legally responsible under this agreement for:
  - any losses that aren't our fault, or that we couldn't have reasonably expected when we entered into this agreement; or
  - any business losses (for example, wasted expenses or loss of profit, income, opportunity, contract or goodwill).
- c. If you suffer any loss or damage, our responsibility to you will be limited to £100,000 for each event or series of related events.
- d. Each individual sub-clause in this clause applies separately. If we're told by a court or similar body that we can't rely on a sub-clause then the other sub-clauses will still apply.

**32. Business use**

- a. If you've used gas or electricity (or both) for business purposes, and we have to pay a higher rate of VAT or any other extra taxes (for example, Climate Change Levy) you must pay these taxes in full unless you meet the HM Revenue & Customs requirements that allow you to provide us with 'exemption certificates' which cover the taxes due.
- b. If you're a business customer and we've supplied you as a residential customer by mistake, these terms and conditions won't apply. We'll continue to supply you under our 'deemed business terms' unless you sign up to an agreed set of business terms with us or you change to a different supplier (our deemed business terms are the terms that a business customer is supplied under if an agreed contract isn't in place). This is in line with the Electricity Act 1989 (as amended) and the Gas Act 1986 (as amended). The deemed business terms may be more expensive than our other business terms.)

**33. Transferring our rights or subcontracting to another supplier**

We may transfer any of our rights under this agreement to any other organisation. We may transfer any of our responsibilities to any other licensed supplier of gas or electricity (or both). We'll tell you as soon as we reasonably can if we transfer any rights or responsibilities to another organisation. We may also subcontract anything we've agreed to do under this agreement. However, we'll still be responsible for anything carried out by our subcontractors. None of this affects your rights including your right to end the agreement as described above under 'Ending this agreement and changing supplier'.

**34. Law**

In any dispute, the law of England and Wales applies to this agreement if your home or property is in England or Wales, and Scottish law applies to this agreement if your home or property is in Scotland.

### 35. Circumstances beyond our reasonable control

- a. You and we won't be responsible for failing to keep to the terms of this agreement (other than any failure to pay) if that failure is caused directly by:
  - circumstances beyond your or our reasonable control; or
  - you or us doing anything which we have to do by law.

### 36. Using your personal information

You can find out how we use your personal information at [eonenergy.com/personaldata](http://eonenergy.com/personaldata)

### 37. How to make a complaint

- a. **Step 1 - Let us know what's wrong:** we know things can sometimes go wrong, and we take complaints very seriously. So if you're not happy with the service you've received, we'll always do our best to put things right. If you've got a complaint, write to our Customer Services Team at Customer Services Centre, E.ON, PO Box 7750, Nottingham NG1 6WR - we'll try to put things right straight away.

#### Ombudsman Services: Energy

- b. **Step 2 - If you're still unhappy:** if you've received our Final Position letter or we haven't been able to resolve your complaint within 8 weeks, you've got the right to take your complaint to Ombudsman Services: Energy. They offer a free and impartial service to gas and electricity consumers. Following an investigation, the Ombudsman can recommend ways to resolve the problem which you can either accept or reject. If you accept their decision, we'll then follow their recommendation. The types of resolution include an apology, explanation, corrective action and financial compensation in appropriate circumstances. You can contact them:

**Call:** 0330 440 1624 (textphone 0330 440 1600)

**Write:** Ombudsman Services: Energy, PO Box 966, Warrington WA4 9DF

**Email:** [osenquiries@os-energy.org](mailto:osenquiries@os-energy.org)

**website:** [ombudsman-services.org/energy](http://ombudsman-services.org/energy)

Alternatively, if you bought your energy online, you could use the Online Dispute Resolution (ODR) Platform at [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/) to try to settle the dispute by completing the online form. Please don't do this until you've followed our internal complaints process as set out above. As part of the ODR process we need to agree with you which dispute resolution body needs to hear your complaint. If we can't agree then your complaint won't be processed further - please see the site for more information.

- c. **Independent Advice**

You can obtain independent advice at any stage during the complaints process from the Citizens Advice consumer service which provides free, confidential and impartial advice on consumer issues so that you know your rights as an energy consumer. To find out more and to get up to date information visit: [citizensadvice.org.uk/consumer/energy-supply/complain-about-an-energy-company/complain-to-your-energy-supplier/](http://citizensadvice.org.uk/consumer/energy-supply/complain-about-an-energy-company/complain-to-your-energy-supplier/) or call the Consumer Advice helpline on 03454 04 05 06 or for Welsh speakers 03454 04 05 05

### 38. Providing information on the electricity and gas you use

- a. You can ask us to send you, another supplier, or any other person, information about the amount of electricity or gas you've used (your historical energy data):
  - in the previous 12 months; or
  - since we've been supplying you (if you've not been a customer for at least 12 months).

You can also ask for your supply number or meter point reference number. We will send the information as soon as we reasonably can.

- b. If you've got a smart meter you can ask us to provide you with information about the amount of electricity or gas supplied to your property each day, week, month, and year (your relevant energy data) for whichever is the shorter period, starting from:
  - 24 months prior to the date on which you access the data;
  - the date on which you became the customer at the premises and ending on the date on which you access the data;
  - the date on which we became the supplier at your premises and ending on the date on which you access the data; or
  - the date your smart meter(s) was/were installed at your property and ending on the date on which you access the data.

We'll provide this data in a readily-understandable format, free of charge via:

- (i) the internet; or
- (ii) (ii) where we're not able to provide access via the internet, via a device provided free of charge by the us to you (which may be via your Smart Energy Display for the purposes of meeting your request)

### **39. Levels of service**

We aim to treat you fairly and provide a service that meets your needs. We must tell you about various standards of service, including 'Guaranteed Standards' which relate to our supply to you and cover your meter, switching suppliers, final bills and credit balances) and 'Overall Standards' which measure performance against set targets).

#### **The Guaranteed Standards relate to the following:**

- The accuracy of meters
- Making and keeping appointments
- Faulty prepayment meters
- Switching suppliers (including identification, investigation and resolution of erroneous switches)
- Final bills and refunding credit balances
- Compensation payments

#### **The overall standards relate to the following:**

- Putting supplies back on
- Repairing prepayment meters
- Changing meters
- Moving meters

A copy of our standards is available on our website and they include the Guaranteed Standards that apply to your gas transporter and your local electricity distribution company, along with any compensation payments that apply if those standards aren't met.

If we fail to meet our Guaranteed Standards and Overall Standards (e.g. by not performing a specific task or keeping an appointment) we'll have to pay you a set level of compensation.

#### **• Paying for gas and electricity**

This explains how to apply for a gas or electricity supply, when we may ask for a security deposit, when we'll send you a bill, what to do if you have a question about your bill, how you can pay your bills, and how we can help you budget for your bills or help you if you have difficulty paying.

#### **• Prepayment meters**

This explains how you can pay through a prepayment meter, what a prepayment meter is, the advantages and disadvantages of prepayment meters, how to ask for a prepayment meter, how the meter is installed, how to put credit onto the meter and what to do if you lose your card or key and need to buy credit.

#### **• Using electricity and gas efficiently in your home**

This explains how to use electricity and gas more efficiently in your home, how you can work out how much energy you're using, how you can make savings on your energy bills, grants available to help make homes more energy efficient, and who to contact if you're having problems paying your bill.

#### **• Extra support**

This explains the services available to customers, who qualifies for the Priority Services Register, such as the checks you should make before you let anyone into your home, meter readings, what to do if you're having difficulty paying your bill and what to do if you smell gas.

#### **• Visiting your home**

This explains why we sometimes need to visit you, when we'll do so, and how to check the identity of our agents to make sure they're genuine.

You can also find information about the 'Code of practice for accurate bills' or 'billing code' online at [energyuk.org.uk/media-and-campaigns/press-releases/12-customers/146-code-of-practice-for-accurate-bills.html](http://energyuk.org.uk/media-and-campaigns/press-releases/12-customers/146-code-of-practice-for-accurate-bills.html)

The billing code sets out the minimum standards we must follow as well as the responsibilities of all energy suppliers (through their licence conditions and other obligations) as well as your responsibilities (such as providing regular meter readings).

Clause 37 above sets out what you need to do if you've got a complaint about the levels of service you've received from us.

You can get more information or details about the Guaranteed Standards, Overall Standards or statements of service from our website at [eonenergy.com/guaranteedstandards](http://eonenergy.com/guaranteedstandards) or call us and ask us to send you a copy.

### **40. The quality of your gas or electricity supplies (or both) and making sure they're continuous**

- a. Local network operators distribute the electricity or transport the gas that we supply to you (or both). They're responsible for the quality of the supply and for making sure that the supply to you is continuous, without interruptions, through the local network. This is not our responsibility as it's outside our reasonable control.

- b. You have a separate connection agreement with the local electricity network operator, as described in clause 43 below.

#### **41. New connections**

If you need a new electricity or gas connection (or both) to your property, you'll need to contact the relevant local electricity distribution company or gas transporter (or both) for your area.

#### **42. Feed-in Tariffs**

We are mandated to provide a Feed-in Tariff service to our customers under the Government's Feed-In Tariff scheme.

#### **43. About this part of the electricity supply agreement**

- a. By signing this agreement for an electricity supply, or accepting it by phone or online, you're entering into two agreements. They're with:
- us, to supply electricity to your home; and
  - your local network operator, to distribute electricity across a network so that we can supply electricity to you. The terms that will apply to you are shown below ('National Terms of Connection').

#### **44. National Terms of Connection**

Your supplier is 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'll happen from the time that you enter into this agreement 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, 1st Floor 4 More London Riverside, London, SE1 2AU, phone: 0207 706 5137, or see the website at [connectionterms.org.uk](http://connectionterms.org.uk)

#### **45. About the electricity supply**

- a. The local network operator is responsible for the characteristics of your electricity supply. The electricity delivered to your home through the network will normally be at one of the voltages shown below. It'll have the following frequency, number of phases and margins of variation associated with it.
- (i) connection voltage and permitted variations: at 400/230, 460/230 and 230 V plus 10% or minus 6%
  - (ii) number of phases of supply: at 400/230 V three-phase at 460/230 V and 230 V one-phase
  - (iii) frequency of supply and permitted variations: at all voltage levels, 50 Hz, plus or minus 1%.
- b. If you need more explanation about these figures, please call your local electricity network operator who may be listed in your phone book under electricity distributors

## **Price Control Agreement for Super Fix June 2021 v2**

Terms defined in the standard terms shall have the same meaning in these additional terms. If there is any conflict between these terms and the standard terms, these terms will prevail.

Super Fix June 2021 v2 offers a price fix until 30th June 2021. Charges will be on a single standing charge and unit rate basis and will be based on our current Super Fix June 2021 v2 prices for your area, meter type and the payment method that you opted for (and may change if you change area, meter type or payment method).

In order to take up and remain on our Super Fix June 2021 v2 tariff you must:

- have us supply your gas and/or electricity;
- be a domestic customer;
- take your supply through a credit meter;
- pay on the tariff where our charges are wholly based on a standing charge and single rate metered standard domestic tariff (or two unit rate metered economy 7 tariff for electricity);
- have chosen and we must have agreed to supply you on our Super Fix June 2021 v2 offer.

If at any time you do not meet any of these eligibility criteria or do not comply with the terms of the Super Fix June 2021 v2 offer, we may end your agreement with us (including your Price Control Agreement) and transfer you to a new agreement on our standard variable prices applicable to you.

In order to take up and remain on our Super Fix June 2021 v2 offer you must also pay your energy bills by monthly direct debit, quarterly variable direct debit or following the receipt of a bill. If you fail to comply with this condition relating to your payment method, we may:

- transfer you to the non-Direct Debit version of the Super Fix June 2021 v2 tariff if you agreed to pay by Direct Debit but that arrangement fails to operate (which will result in you losing any direct debit discount);
- ask you to pay for your gas or electricity (or both) through a prepayment meter on our prepayment terms; and/or
- end your Price Control Agreement and transfer you to our standard variable prices applicable to you.

If your Price Control Agreement ends or we take any of the actions listed immediately above this may increase the charges you pay to us and we will give you notice of any such change. You may not be able to switch back to the Super Fix June 2021 v2 offer at any point in the future.

You cannot be supplied on our Super Fix June 2021 v2 offer if your supply is through a prepayment meter.

If you are an existing E.ON customer transferring to Super Fix June 2021 v2 you will lose any benefits of your previous tariff and may not be able to return to that tariff later.

### **Price Control Period**

These terms apply from the date when we agree we will supply you under our Super Fix June 2021 v2 offer until 30th June 2021 or any earlier date on which you change your tariff or you do not meet the eligibility criteria and your Price Control Agreement ends. We call this the Price Control Period.

### **Our charges**

During the Price Control Period our prices for electricity and gas will be fixed at the current prices for your area, meter type and the payment method that you opted for at sign up (and may change if you change area, meter type or payment method), these being the prices (standing charge and unit rate(s)) indicated in the Super Fix June 2021 v2 offer on the opening date of the offer. The exception to this is if any charge or cost is imposed or incurred by or as a consequence of any action, order, decision or imposition by any governmental, statutory or licensing authority, and, when added to or reflected in our charges or costs at the time, this causes our prices to exceed the fixed price. If there is a change in the rate of VAT chargeable in respect of the energy we supply, this will cause our charges to change and may increase the charges you pay to us. If we provide you with incorrect prices in error we can choose not to go ahead with our agreement with you which means we may end it (including your Price Control Agreement) and we will offer you a new agreement with the correct prices.

### **Our charges after the Price Control Period ends**

At the end of the Price Control Period, or at the end of your Price Control Agreement if this is earlier, and you continue to take supply from us, we will place you on our cheapest standard variable tariff applicable to you, a relevant fixed term tariff (if we consider it appropriate to do so) or the relevant tariff required or permitted by law, any of which may be more expensive than your current Super Fix June 2021 v2 offer. We will notify you of your new standard variable (or other applicable) prices and the associated estimated annual costs you will pay before the end of your Price Control Period as required by our regulatory obligations. You will pay them from the end of the relevant notice period, unless we present to you another offer and alternative terms (including prices and estimated annual costs) that we feel may be suitable, and you agree to sign up to those alternative terms.

### **Changing your mind**

You can cancel your Price Control Agreement within 14 days from the date when we tell you that we have agreed to supply you under the Super Fix June 2021 v2 offer. To cancel, simply let us know your name, address and contact details by:

- emailing us at [cancellations@eonenergy.com](mailto:cancellations@eonenergy.com),
- writing to us at E.ON Customer Cancellation Team, Caxton Road, Bedford MK41 0EW, or
- calling us on 0345 301 4905

If you write or email us, you must do so 3 days before your 14 day cooling off period ends.

We may monitor and/or record calls for security, quality or training purposes. You may also use the cancellation form left with you if you signed in person. If your Price Control Agreement is cancelled in this way but you continue to take supply from us, we will continue to supply you on our standard variable prices applicable to you under our Standard Terms as if you had never been supplied on the Super Fix June 2021 v2 offer.

### **Early Exit Fee**

If before 12th May 2021 you change your supplier or tariff for electricity or gas, or both, to which your Price Control Agreement applies, we may apply a termination fee of £50 in respect of each such fuel ("Early Exit Fee"). You agree to pay any such Early Exit Fee and that we may also take this fee by Direct Debit. We will not apply an Early Exit Fee in relation to this tariff if you change your supplier or tariff on or after 12th May 2021 or in various other specific circumstances set out in this Price Control Agreement.

### **Changing your tariff or supplier**

You may end your Price Control Agreement or switch supplier without giving us any form of notice but you may incur an Early Exit Fee if you change before 12th May 2021. If you change your tariff during the Price Control Period for an alternative E.ON tariff you will no longer be eligible for the Super Fix June 2021 v2 offer and will be supplied under the terms of your new tariff. You may not be able to switch back to the Super Fix June 2021 v2 offer at any point in the future.

If you switch supplier as a result of our notice to you prior to the end of the Price Control Period, and we receive formal notice of a switch within the relevant period then until you leave you will pay the charges as per this Price Control Agreement. We'll give you details of all relevant periods when we notify you at the time. If you change tariff with us following that notice and prior to the end of the Price Control Period then you will pay the charges as per this Price Control Agreement until you move to your new tariff.

### **Moving home**

If you move home you may be able to transfer this Price Control Agreement to your new home if you continue to meet the eligibility criteria and:

- you let us know that you would like to transfer the Price Control Agreement to your new home when you tell us about your change of address; and
- we reach a mutual agreement to continue with the Price Control Agreement at your new home.

If we agree a transfer with you, the prices you will pay for your supplies for the rest of the Price Control Period will be the prices under the Super Fix June 2021 v2 offer applicable to your new home. Those prices may be different from the prices in your present home, for example due to regional variations in our prices or different metering.

### **The Direct Debit Guarantee**

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

If there are any changes to the amount, date or frequency of your Direct Debit, E.ON will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request E.ON to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit, by E.ON or your bank or building society, you're entitled to a full and immediate refund of the amount paid from your bank or building society.

If you receive a refund you're not entitled to, you must pay it back when E.ON asks you to.

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

#### **E.ON Energy Solutions Limited**

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