WHEREAS:

(A) The Act provides for customers supplied with gas by E.ON Energy Solutions Limited, otherwise than in pursuance of a contract, to be deemed to have contracted with E.ON Energy Solutions Limited at those premises.

(B) A purpose of the Act is to secure the legal continuity of gas supply for those customers.

NOW THEREFORE, E.ON Energy Solutions Limited hereby makes the following scheme for such purposes.

1. This Scheme comes into effect on the 26 April 2017 and applies to each customer who is supplied with gas by E.ON Energy Solutions Limited otherwise than in pursuance of a contract.

2. This Scheme shall be governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to it.

3. With effect on and from the Commencement Date, each customer shall be deemed to have contracted with E.ON Energy Solutions Limited for a supply of gas at the Relevant Premises in accordance with the Terms and Conditions set out in Schedules 1 to 2d of this Scheme [the “Deemed Contract”].

4. The supply of gas by E.ON Energy Solutions Limited under this scheme is subject to the Supply Licence.

5. The Deemed Contract made between E.ON Energy Solutions Limited and the owner or occupier of the Relevant Premises will vary depending upon the class of customer as determined in accordance with paragraph 6 below.

6. E.ON Energy Solutions Limited shall supply any owner or occupier of premises falling within this Scheme on Terms and Conditions (including as to price) in accordance with the Table below, where the description of the owner or occupier for gas supply purposes is set out in Column 1 below, and the location of the appropriate Terms and Conditions, including as to price, are specified in Column 2 and Column 3 below.

<table>
<thead>
<tr>
<th>Column 1: Description</th>
<th>Column 2: Other Terms and Conditions</th>
<th>Column 3: Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic customers</td>
<td>Schedule 1a</td>
<td>Schedule 1b</td>
</tr>
<tr>
<td>Business customers, consumption less than 73000 kWh</td>
<td>Schedule 2a</td>
<td>Schedule 2b</td>
</tr>
<tr>
<td>Business customers, consumption more than 73000 kWh</td>
<td>Schedule 2a</td>
<td>Schedule 2c</td>
</tr>
</tbody>
</table>
7. Unless the contrary intention is used in this Scheme

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commencement Date</td>
<td>Means the date on which paragraph 23 of Schedule 6 of the Utilities Act 2000 is enacted.</td>
</tr>
<tr>
<td>Relevant Premises</td>
<td>Means in relation to any customer, the premises at which the customer is supplied with gas.</td>
</tr>
<tr>
<td>Supply Licence</td>
<td>Means a licence issued pursuant to section 7A(1) of the Act.</td>
</tr>
</tbody>
</table>

8. Unless the contrary intention appears, words or expressions used in this Scheme:

(a) which are also used in the Act or in the Utilities Act 2000 shall have the same meaning as under the particular Act; and
(b) shall be construed as if they were words or expressions in an Act of Parliament to which the provisions of the Interpretation Act 1978 apply.
E.ON general terms and conditions of supply for domestic customers

Definitions of all the words in bold are at the end of the document.

1. About your contract

1.1 Your contract is between:

• you, the person (or people) responsible for the energy we supply to the property
• 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 Which terms apply to your contract?

It depends on whether you’ve agreed a contract with us.

If you haven’t agreed a contract with us

If you haven’t agreed a contract with us or your contract has ended and you are using energy supplied by us, we call it a deemed contract.

You could be on a deemed contract if, for example, you’ve moved into a property where we already supply the energy, or you’ve taken responsibility for the energy there from someone else.

You’re still covered by these general terms (sections 1-12), plus:

• the extra terms for our E.ON EnergyPlan tariff section 13 of the E.ON EnergyPlan terms and conditions.
• our E.ON EnergyPlan prices (go to eonenergy.com/ourstandardprices or call 0333 202 4608)

These things make up your whole deemed contract with us.

After you agree a contract

You’re covered by these general terms (sections 1-12), plus:

• the extra terms for your tariff (section 13 of the appropriate terms and conditions)
• the ‘your tariff’ section of your latest confirmation letter.

These things make up your whole agreement with us.

1.3 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 a court decides that one or more of the terms in this contract isn’t valid, the others still apply.
1.4 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.

2. About your contract and tariff

2.1 Becoming responsible for the energy at a property we supply

Get in touch with us as soon as you can to tell us you’re now responsible for the energy at the property. 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 or call 0345 052 0000).

If you move into a property with a prepayment meter or smart meter operating in Smart Pay As You Go mode with no credit or emergency credit, you may not be able to get any energy. Call us on 0345 366 5976.

If you’re a landlord and your tenant has moved out and no one else has moved in, we’ll charge you for any energy used and any other energy-related costs while the property is empty.

2.2 Switching to us

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.

Checking your credit rating

We’ll check your credit rating to see if you might have problems paying your bills on time, unless you’ll be paying by prepayment. If you don’t want us to do a credit check we’ll only agree a contract with you if you agree to conditions that reassure us you’ll be able to pay your bills. If you don’t keep to those conditions we can change you to monthly billing at any time.

We’ll also check your credit rating if you want to change from prepayment or Smart Pay As You Go to another way of paying. If you don’t give us permission to do that, we won’t agree to the change.

When we do a credit check, we’ll use our own records (if you already get energy from us, or have done in the last 12 months), and get information about you from a credit reference agency. For more about this, go to eonenergy.com/personaldata, or call us on 0345 301 4905.

Depending on what the credit check says, we might ask you to:

- pay in a particular way, for instance by fixed monthly Direct Debit
- pay a security deposit
- pay by prepayment or Smart Pay As You Go. To do this we might have to change your meter, and your choice of tariffs may be restricted. You may not be eligible for discounts.
If you don’t keep to these conditions, we can change you to monthly billing at anytime.

*Making your switch happen*

It should take no more than 21 days to switch you over to us, unless:

- you’ve agreed a later date with us
- you old supplier won’t let you switch (because you owe them money, for instance)
- we’ve had trouble getting the information we need, despite taking all reasonable steps to get in touch with you
- things happen which we can’t control.

2.3 *Which tariff are you on?*

When you agree a **contract** with us, we’ll agree a tariff with you at the same time. Then we’ll send a **confirmation letter** with all the details. The extra terms covering the tariff you’re on will be in section 13 of your terms and conditions.

If you’re in a **deemed contract**, you’ll be on the E.ON EnergyPlan tariff. It’s a variable price tariff, which means the prices can go up or down at any time, this is a continuous contract with no **end date**.

While you’re in a **contract** with us, you can switch to another tariff (or supplier) whenever you like. But if your tariff has an **end date** and you switch supplier before that date, we might charge you an **exit fee**. Your **confirmation letter** will tell you about this.

For more about our tariffs, go to eonenergy.com/services or call 0345 052 0000.

2.4 *How we’ll contact you*

We won’t send bills, annual summaries, details of price changes or renewal notices to you by email unless you’ve told us you want them that way.

If you’ve given us an email address or mobile telephone number we may email or text you to manage your account, for example requesting meter reads or provide you with useful information. We may also send you messages by social media if you’ve provided us with these details.

If you use the E.ON app we may send you notifications on your mobile phone.

If you change your email address, social media account or mobile phone number you need to let us know straight away to make sure you still receive messages from us.

2.5 *Managing your account online*

Managing your account online includes all functions you can complete on the website in relation to your account whether logged in or not.

If you give us your email address we may send you an email to let you know how to activate an online account, if you want one. By activating your online account you’ll automatically be able to view your bills and statements online, access our Energy Toolkit where you can compare your usage and complete other tasks. Unless you are on a tariff where you have to have paperless billing you can still choose to receive a paper bill or statement, although this may affect the discounts you get. Just go to your online account.
By using your online account you are authorising us to carry out all instructions you give us through that account.

You are responsible for keeping your online password a secret. You must let us know immediately if you think someone is using your online account fraudulently.

Your online account or our online services may be unavailable sometimes for maintenance purposes or due to circumstances beyond our control. We'll take all reasonable steps to get our systems working again as soon as possible.

2.6 Ending your contract

Your contract will end when you switch to another supplier, someone else takes responsibility for the energy at the property or we disconnect the energy service to your property.

Though it's very rare, our regulator Ofgem might arrange for another supplier to take over the supply of energy to your property. If that happens, your contract with us would end. Your new supplier would get in touch about this.

We can end this contract and supply your energy under new terms if:

- you decide to have your meter fitted by your own meter agent (who must be accredited in line with the law)
- you start using the property as business premises.

If either of these apply to you, call us in advance and we’ll explain what you need to do.

3. About the energy we supply to you

3.1 Standards of service

Your local network operator delivers energy to your meter, you can call them on 105. You’ll find details about them on your bill or statement.

Things might happen that neither of us can control, and that mean your service could suffer. For instance, your electricity or gas might be of lower quality than usual.

You can find information about the kind of service you should expect and any compensation you qualify for if we don’t come up to standard at eonenergy.com/guaranteedstandards or call 0345 059 9905 if you’d like us to send you a copy.

3.2 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 a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road,
3.3 Emergencies

If you or anyone living in your property has a medical condition or a disability, let us know. We’ll tell your network operator, so they can try to ensure you still have the use of any essential equipment if there is a loss of supply or an emergency.

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

If your gas is turned off because not enough gas is available in the country’s network or part of it (a ‘gas deficit emergency’), you might qualify for a one-off payment worked out in line with the Uniform Network Code (the energy industry rules for transporting and supplying gas). We’ll add the payment to your account as soon as the gas transmission grid operator tell us we should.

The gas network emergency co-ordinator for Great Britain is responsible for declaring a gas deficit emergency.

3.4 Meter faults and problems

If you think your meter is faulty, call us on 0345 052 0000 so we can arrange to test it. You’ll need to 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 use.

3.5 Getting access to your meter

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

Whatever kind of meter you’ve got, we need to inspect it regularly, to make sure it’s safe and working properly, based on our risk assessment.

If you don’t let us have access to your meter, we can charge you our costs – including what it costs us to get a warrant, if we need one.

4. Green Deal

If you’re on a Green Deal, you’re responsible for paying the Green Deal charges for the property. We’ll bill and collect Green Deal charges for your Green Deal provider through your usual payments. If you pay by prepayment we’ll collect the charges through your meter.

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 your Green Deal charges as soon as your Green Deal provider or your old supplier tell us what they are.
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.

5. **Working out what you have to pay**

5.1 **Your energy charges**

Your **energy** charges are based on the standing charge (where applicable) unit rates for your tariff and the amount of **energy** you use; less any discounts you are eligible for (see 5.4), plus VAT. In some cases, we might also have to charge you for:

- leaving your **contract** – see your **confirmation letter** to see if there’s an **exit fee** for your tariff
- replacing **prepayment** meter cards/keys, payment cards or sending copies of documents like bills or statements
- charges related to late payment of bills (including fitting a meter to allow you to pay in advance) or for recovering money you owe us
- disconnecting or reconnecting your **energy** when you ask us to
- removing, inspecting (not just reading), installing, re-installing, testing (see 3.4) or repairing a meter
- moving the meter to somewhere else in the **property**
- connecting to your local **energy** network
- any costs from us having to get into your **property** or disconnect your supply
- **Green Deal** charges
- any 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 or call 0345 301 4905.

5.2 **Working out how much energy you’ve used**

We’ll bill you in kilowatt hours (kWh).

Your gas meter measures how much gas you use in either cubic metres or cubic feet. How much **energy** you get from that gas depends on various things, like the quality of the gas and the pressure in your pipes. We convert the meter reading into kilowatt hours (kWh), in line with the Gas Act 1986.

Your electricity meter already measures your **energy** in kWh, so we don’t need to convert your meter reading.

We need readings from your meters to work out how much **energy** you’ve used.

**Smart meters**

If we’ve installed a **smart meter** at your **property**, we should be able to read it remotely. In some circumstances we may be able to read your **smart meter** remotely if it was installed by another supplier.

**Smart meters** record your **energy** use up to every 30 minutes and retain that information for up to 24 months. However we’ll only take information from your **smart meter** once a month, when we’ll collect data for each day of that month, unless:
• you’ve agreed we can take your usage data more frequently
• you’ve told us you only want us to take a monthly reading.

We’ll also aim to read your **smart meter** remotely when:

• your prices change
• you move to another of our tariffs
• you move house
• you ask us to.

If you switch to another supplier, we might read your **smart meter** remotely and send the reading to the new supplier, if we’ve agreed that with them.

**Other meters**

If you don’t have a **smart meter** or we are unable to read your **smart meter**, or your **smart meter** was installed by another supplier, we may need to send a meter reader to read it from time to time. Or you can give us readings yourself on eonenergy.com/meter-read or 0345 052 0000.

5.3 Using estimated readings

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

• we don’t have a recent meter reading around the time we’re due to send you a bill or statement
• the reading we have doesn’t seem to be right
• we find out 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 the estimate on the average amount of **energy** a similar property uses.

If you don’t agree with our estimate, you can give us meter readings at eonenergy.com/meter-read or on 0345 052 0000.

5.4 Discounts

You may get a discount off your **energy** bills in certain circumstances and on certain tariffs. Your **confirmation letters** will show you what discounts you are getting or you can see information about discounts available with our tariffs at eonenergy.com/services or call 0345 052 0000.

5.5 Revised bills or statements

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

• we used inaccurate meter readings
• we had the wrong information about your meter
• your meter was wrongly working out how much **energy** you were using.

5.6 FIT payments

We’re a mandatory Feed-in Tariff (FIT) supplier. If you’ve got a FIT installation accredited by Ofgem or the Micro Certification Scheme (MCS), and you get your electricity from us or from a non-mandatory FIT supplier at the time you apply for FIT payments, we can make those FIT payments to you. These will be in line with the Feed-in Tariffs Order 2012, as amended, and our electricity supply licence. You can apply at www.eonenergy.com/aboutfit
6. Paying us

6.1 Paying in advance

If you pay by prepayment or Smart Pay As You Go, you’ll need to keep your meter topped up to make sure you keep getting energy. If you pay by either of these ways, we’ll send you a statement once a year.

Prepayment

For more on prepayment, go to www.eonenergy.com/prepaymentquestions or call 0345 303 3040.

Smart Pay As You Go

To pay by Smart Pay As You Go, we’ll need to fit a smart meter if you haven’t already got one. You won’t have to pay us for that, unless your current meter is hard to get to and we need to move it.

We’ll agree a date with you to come and fit your smart meter. If we find your property isn’t suitable for a smart meter, or for Smart Pay As You Go, you’ll stay on your current payment method.

After we’ve fitted your smart meter, we’ll send you a final bill or statement for your old way of paying. You’ll have 14 days to pay anything you owe us, unless we’ve agreed a payment plan with you. If you still owe us money after 28 days, we’ll collect it from your smart meter in daily instalments. Before we take the first one, we’ll write to tell you, and say how much we’ll be collecting.

Changing your mind

After you switch to Smart Pay As You Go you’ll have 14 days to change your mind. If you do, call us on the number in your welcome letter and we’ll move you back to your old way of paying. If we’ve already fitted your smart meter we might need to change it back.

Topping up at a shop – keep your voucher code safe

If you top up at a Post Office or shop, you’ll get a voucher code on your receipt. You’ll need to give us this code, either online or by using our automated telephone service, so we can top up your meter. If you lose the code before giving it to us, we won’t be able to top up your meter, and we won’t be able to give you another. It will be as if you’d lost cash, so keep it safe.

When we can’t send messages to your meter

If we lose our connection to your smart meter we might not be able to send messages, including payments if you pay by Smart Pay As You Go. If that happens we may be able to email or text you a code to top it up yourself. Just call 0345 366 5995.

Our systems may be unavailable sometimes for maintenance purposes or due to circumstances beyond our control and this may mean we can’t provide you with a code. We’ll take all reasonable steps to get our systems working again as soon as possible.

When credit runs out
We can send text or email alerts to tell you when credit on your meter is low. Make sure we’ve got your current email or mobile details if you want these alerts. You can opt in or out of them whenever you like.

Every month, we’ll check you have paid the right amount for the energy you’ve used. Sometimes the amount your meter says you owe is wrong. This might happen because the calorific value of the gas you’ve had is different to what we expected, so it produces a different amount of energy. You will see details of these changes on your statement. For more about this, go to eonenergy.com/payg-help or call us on 0345 366 5995.

For more about this go to eonenergy.com/payg-help

6.2 Paying by fixed monthly Direct Debit

If you want to pay by fixed monthly Direct Debit, we’ll agree a monthly amount with you and confirm it in writing. We might need to change the amount if prices change or if you use more or less energy than the amount covers.

We’ll check the monthly amount you’re paying quarterly and may make changes twice a year (on your anniversary date and six months before your anniversary date) if necessary and we’ll tell you at least 10 working days in advance if we need to change the amount or the date when we take your payment. We’ll send you a statement quarterly, or in some cases every six months. If you’d like them quarterly, call us on 0345 052 0000.

When we set up your fixed monthly Direct Debit, we’ll agree a date to take payments from your bank account. If your bank refuses to pay us 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, we’ll give you nine days’ notice that we’ll start sending you bills instead of statements. You’ll have to pay these within 14 days. If we do this, we’ll also have to put up your standing charge to the amount we’ve set out in your confirmation letter.

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 have notified you 10 days in advance.

6.3 Other ways of paying

If you pay in any other way, for example by cheque, you’ll get bills at least once a quarter. Payment is due when you get the bill, and no more than 14 days after we sent it, unless we agree a different 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.

6.4 Changing the way you pay

You can ask us to change the way you pay whenever you like. If we agree, we’ll confirm the changes to your contract telling you when they start. With some payment methods, your standing charge may change. Your latest confirmation letter has more details.

If you want to change to prepayment or Smart Pay As You Go, we’ll tell you about any costs and give you a 14 day cooling off period. We’ll also tell you whether we need to put you on a different tariff. After the cooling off period ends, if
you decide you want to change back to your previous payment method we may charge you any costs we incur.

If you want to change from prepayment or Smart Pay As You Go to another way of paying, you’ll need to let us check your credit rating. For more about credit checking, see section 2.2.

6.5 What we do with your payments

Except for your Green Deal charges (see section 4), we’ll use any money you pay us to pay off your energy charges, then your non-energy charges. In both cases, 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.

6.6 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 we decide you’re not due a refund, we’ll tell you why.

6.7 If you’re having trouble paying

Call us on 0345 052 0000. We might be able to agree a payment plan with you, and we can give you advice on how to cut your bills. If you don’t call us, we’ll charge you what it costs us to get back the money you owe us.

6.8 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
• move you to our standard variable tariff (E.ON EnergyPlan)
• ask you for a security deposit
• ask you to pay for your energy in advance. If you have a smart meter, we can change it to Smart Pay As You Go mode remotely. Otherwise, we can fit a prepayment meter, or smart meter in Smart Pay As You Go mode, and change the way you pay to prepayment or Smart Pay As You Go. If the tariff you’re on isn’t for customers paying by prepayment or Smart Pay As You Go we’ll move you to E.ON EnergyPlan, which means you might have to pay more for your energy, and you may lose discounts and benefits. We can also set your meter to recover any money you owe us and what it’s cost us to try to get it back. We’d tell you about this in writing
• ask for payment out of any benefits you’re getting
• disconnect your energy. To find out more about this, go to section 9 of these terms and conditions.

We 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.

7. Moving out

If you’re not responsible for the property anymore, you need to tell us or 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. If you’ve got a smart meter, we can take a reading ourselves as well as clearing your data from the meter and the Smart In-home Energy Display. Make sure you leave the Smart In-home Energy Display behind.

We’ll send you your final bill no more than six weeks after you’ve moved, or after we’ve found 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’ve given us one. If not, we’ll use the new occupant’s reading or, if we don’t have that, our own estimated reading (see 5.3).

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 (for example for a different fuel or property). Any remaining credit will be paid to you, 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. After that, it’s up to the new occupant to pay Green Deal charges, or the landlord if the property is empty.

8. Switching supplier

If you switch supplier, we’ll take all reasonable steps to make the switch happen within 21 days of the new supplier telling us.

We can stop you switching if you owe us money. If you pay by prepayment or Smart Pay As You Go you can switch as long as you owe £500 or less per fuel. Both you and your new supplier would have to agree to move the debt over.

If you pay by Smart Pay As You Go, we’ll set your meter to credit mode (paying in arrears, not in advance). We’ll clear the settings on your meter and smart energy display at about midnight on the day your switch happens. We will send you a cheque for any credit you have left on the meter.

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

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

We’ll take all reasonable steps to get you a final bill or statement within six weeks of you switching.

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.

9. Disconnecting your energy

9.1 When we can disconnect your energy

If you owe us money, we can disconnect your energy as a last resort. Before doing that, we’ll take all reasonable steps to help you if you’re having trouble paying your bills. If we do have to disconnect your energy, we’ll write first to tell you.

If you’ve got a smart meter, we can disconnect the energy remotely.
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 what it costs us to get back the money you owe us.

We, or the 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.

9.2 If you want us to disconnect the energy
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.

9.3 If you pay by prepayment or Smart Pay As You Go
Your energy will turn off automatically if there’s no credit on the meter.

10 Complaints
If we haven’t given you the kind of service you expect, you can:

- call us on 0345 052 0000 or Minicom 0800 056 6560 for textphone if you have trouble hearing
- email through our website: eonenergy.com/contact
- write to us at Customer Service Centre, E.ON, P O Box 7750, Nottingham NG1 6WR.

We train our customer care team to be able to sort most things out straightaway. If they can’t, our resolution team will take over. We try to resolve complaints in two working days or less. If you’re not satisfied with how we respond, you can ask us to review your case. We’ll look into how we’ve handled it and decide if we should do anything differently.

If we haven’t resolved your complaint after eight weeks, or if we’ve sent you a final resolution letter, also known as a deadlock letter, to say there’s no more we can do, 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.

To 'Know Your Rights' and for free, independent, confidential and impartial advice on consumer issues visit www.citizensadvice.org.uk/energy. You can also call the Citizens Advice consumer helpline on 0345 404 0506 or fill in their energy query form. You can do any of this at any point during the complaints process.

If we change our complaints process, we’ll tell you through your bill and statement, and through our website.
11 Our responsibilities, and yours

11.1 Our responsibilities

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 (even if it’s our own negligence)

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 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.

11.2 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.

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.

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

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.

If you have a smart meter, you mustn’t let anything interfere with its ability to communicate with us.

12. Personal data

12.1 Using your personal data to manage your account

We’ll use the data we hold about you (including data from your smart meter) and data we get from other organisations, like network operators and credit reference agencies, to manage your account.

If your contract with us names more than one person, we’ll keep all the personal data in one record, including anything you tell us about medical conditions or disabilities. So you need to get the other person’s agreement before you give us information about them.

If you move into another property where we supply the energy, we’ll link your personal details with the details for the energy at your new address.

We might also use your personal data to:
• see if you might have problems paying your bills. We use our own records and credit reference agencies’ information, including automated credit scoring systems
• give you tailored energy efficiency advice to help you save money
• for research purposes

We might monitor and record our conversations with you, for example to prove you’ve agreed a contract with us, to help train our staff, or to help us give better service. We won’t record information like credit and debit card details.

12.2 Sharing your data

We’ll get information from various sources, including our partners, other organisations involved in your energy service like network operators, and publicly available information. We’ll match it with our own data to make sure the information we have about you is accurate and up to date.

We might use your personal data to enable us to provide you with relevant information and communications through our marketing programme. If we contact you via post, phone, fax, email, or text for marketing purposes we will always get your consent first.

If you share personal data with us, or link your social media account with ours, we might use that data in line with this section (12). You’re responsible for any personal data you share with us through social media.

We might also share your data with:

• network operators, so they can keep you informed about reconnecting your energy supply if there’s an loss of supply or an emergency
• organisations that supervise or distribute data between smart meters, energy suppliers and other organisations that enable suppliers to bill customers for energy used and customers to switch between suppliers
• other energy suppliers, landlords or housing associations if we or another organisation suspects the property is connected with fraud
• another supplier you want to switch to
• other people where you have authorised us to, or where they are named on your account;
• other energy suppliers, landlords or housing associations if we, or another organisation, suspect the property is linked to fraud
• credit reference agencies, to:
  o cross check your details
  o tell them how you’re managing your account and whether you owe us any money. They might share this data with others for credit checking
  o try to trace you if you have moved and we owe you money or you owe us money.
• debt collection agencies and other organisations involved with debt collection (for example, bailiffs, law courts, private investigators)
• social services or other agencies if we think you need extra help
• organisations giving you a service (for instance Green Deal), helping you compare your energy use with similar households or offer you rewards
• organisations doing research for us, market regulators and consumer protection organisations.
• organisations for the detection, investigation and prevention of crime.
We won’t share your personal data with social networking sites or other online media without your permission. If you share personal data with us, or link your social media account with ours, we might use that data in line with this section 12. You’re responsible for any personal data you share with us through social media.

Some of the organisations we share information with might be outside the European Economic Area. We’ll make sure your data is protected to the equivalent standards we have in the UK.

12.3 Using your personal data for marketing

We won’t use your personal data to send you marketing materials if you’ve told us you don’t want it. If you’ve said you do want it, we’ll contact you in the ways you’ve told us we can.

We might share your data with other carefully selected organisations we have relationships with, including those in the E.ON group, in order to provide you with information about products or services that we offer. We will give you an opportunity to opt out of this before we start sharing information in this way. You can find details of the organisations we share information with for this purpose at www.eonenergy.com/personaldata. You can tell us to stop using your personal data for marketing whenever you like. You can tell us to stop using your personal data for marketing whenever you like.

12.4 You have the right to see your data, and correct it

You can get a copy of the personal data we hold about you, though we might charge you unless the law says we can’t.

If you think any of the information we have about you is wrong or out of date, let us know as soon as possible so we can update it. To do this, or find out more, call us on 0345 059 9905.

Our privacy policy tells you more about how we use your personal data. You can see it at eonenergy.com/privacy. Or call us on 0345 059 9905 and we’ll send you a copy.

If you’ve made a joint application or given us information about your spouse or partner, they have the same personal data rights under this contract as you do.

13. Terms and conditions for the E.ON EnergyPlan tariff, including E.ON EnergyPlan with prepayment.

13.1 About your prices

Your prices are in your confirmation letter. If you’re in a deemed contract, you’ll find them at eonenergy.com/ourstandardprices. Or call us on 0345 052 0000. We can change the prices, or these terms and conditions, at any time.

E.ON EnergyPlan doesn’t have an end date. You’ll stay on this tariff unless you switch to another of our tariffs, or switch to another supplier. You don’t need to give us any notice, and we won’t charge you an exit fee to leave.
13.2 Putting up our prices or changing these terms in a way that disadvantages you

If we put up our tariff prices for E.ON EnergyPlan, or change our terms and conditions in a way that is less favourable to you, we’ll write to you at least 30 days before any changes take effect.

If you don’t want to accept the changes, you can switch to another of our tariffs or another supplier and our price protection rules will 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.

13.3 E.ON Rewards

E.ON Rewards will be withdrawn on 31 March 2017.

If you are already earning E.ON Rewards.

You’ll continue to earn points for every day we supply you with electricity under this tariff up until 31 March 2017. After that date you will stop earning points. E.ON Reward points you earned prior to 30 June 2015 will expire after two years. All points left on your account at 31 March 2017 will expire on 30 June 2017.

If you’ve got E.ON Reward points, we’ll show them on your bill or statement. You can also check your points balance through your online account or by calling 0345 059 9905.

In this section, we talk about:

Points balance - the total number of E.ON Reward Points you can swap for rewards

Reward provider - a third party who gives vouchers or other rewards as part of E.ON Rewards.

Swapping points for rewards

To see what rewards are available, and how many points you need for them, go to eonenergy/rewards. To turn your points into rewards, use your online account or call us on 0345 059 9905.

You’ll be able to carry on swapping rewards until they expire. When you exchange points for rewards, we’ll use your oldest points first.
If you move out

If you are moving to another Property before 30 June 2017, tell us and we’ll arrange to transfer your points balance.

Leaving E.ON

If you are no longer supplied by E.ON for any fuel, we will show you on your final bill how many E.ON Reward points you have left. We’ll round your points up to the nearest 100 points so that you can exchange your points for rewards. All points will expire by 30 June 2017 at the latest.

You can’t exchange points for cash, they have no monetary value. Only you can use them, you can’t transfer them to anyone else.

If your reward comes from a reward provider, they’re responsible for it. So if you have any questions about it, or problems with it, get in touch with the provider. Use the contact details they send with the reward.

For more about E.ON Rewards, go to eonenergy.com/rewards or call 0345 059 9905.

Definitions

Wherever we’ve put these words in bold, this is what we mean.

Confirmation letter
Information we send you by letter or email (where you’ve agreed to us sending it that way) to:

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

Contract
The agreement between you and us to supply energy to a property.

Deemed contract
The terms and conditions that apply where you use energy at a property, but we haven’t agreed a contract yet, or your contract has been ended.

End date
The date your tariff is due to end (you’ll find it in your confirmation letter). If you are on our E.ON EnergyPlan tariff your tariff doesn’t have an end date.

Energy
Electricity or natural gas, or both.

Exit fee
What you have to pay if you switch to another supplier before your end date.

Green Deal
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.
**Green Deal charges**
The payments we’ll collect if you have a **Green Deal**. (We pay them to your **Green Deal** provider on your behalf).

**Smart In-home Energy Display**
A worktop display unit that comes with a **smart meter**. It shows how much **energy** you’ve used and cost estimates.

**Network operator**
A company that manages part of the systems that carry **energy** to your **property**.

**Prepayment**
A payment method where you pay for your **energy** in advance through a **prepayment meter** (not a **smart meter**).

**Prepayment meter**
A meter that takes payments for **energy** in advance using a key or card.

**Property**
A home or premises we supply **energy** to.

**Smart meter**
A meter we can read, communicate with and control without coming to the **property**. This can operate in either normal credit mode or **Smart Pay As You Go** mode to allow you to pay in advance.

**Smart Pay As You Go**
A payment method where you use a **smart meter** to pay in advance.

**Welcome letter**
The letter we send you to confirm you’ve switched to **Smart Pay As You Go**.
Schedule 2a - Non-Maximum Demand Business customers, and Maximum Demand Business customers

Section 1

Taking over premises we supply, or where a contract hasn’t been agreed

1.1 When would this apply to me?

This section applies if you’ve become responsible for premises where we’re the registered supplier of energy but you haven’t agreed a contract with us for that energy.

We call this having a deemed contract with us.

You may also be on a deemed contract if:

- your supply has been transferred to us by mistake; or
- Ofgem has appointed us as your supplier, and you’ve not agreed a contract with us; or
- your contract has been cancelled or terminated - see section 7.6.

1.2 What this means to you

These terms and conditions apply to you from the moment you become responsible for a premises.

You have to pay us for the energy you use at our deemed prices which can be found on our website. You can also contact us to confirm your prices. For contact details go to the ‘Contact us’ page on our website.

You can end your deemed contract at any time by:

- agreeing a contract and plan with us,
- transferring to another energy supplier without giving us notice; or
- asking us to permanently disconnect the energy supply to your premises.

We can make changes to your deemed contract at any time. We’ll take reasonable steps to inform you of the changes and will publish our latest prices on our website.

1.3 Getting better prices

If you haven’t spoken to us about pricing yet, contact us and we might be able to offer you a better deal.

1.4 If we supply you through a prepayment meter

If we supply your premises through a prepayment meter, you’ll need to pay before you use the supply. If you have a prepayment meter contact us and we’ll explain how to get credit on your meter.
1.5 Moving on to a contract

If you agree a contract with us you’ll no longer be on a deemed contract. Section 1 of these terms and conditions will no longer apply (unless your contract is cancelled or terminated in accordance with section 7.2.1, 7.5 or 7.6 of these terms and conditions) but the rest of these terms and conditions will continue to apply to you.

Section 2
Switching to E.ON

2.1 When would this apply to me?

This section only applies if you’re a new customer and/or you ask us to provide energy to a premises that we don’t already supply.

2.2 When your contract starts

Your contract starts from the date you accept our offer or, for deemed contracts, when you first become responsible for the premises (see section 1.1). Your contract will continue until no meter point(s) are registered to us under this contract or where the circumstances in sections 7.2.1, 7.5 and/or 7.6 apply.

Our offer will be valid for a limited time.

When we first agree a contract with you we’ll also agree a plan. Some plans have an end date; after a plan ends you’ll move to another plan unless you or we have cancelled, or terminated, this contract – see section 7. Details about different types of plans are provided in sections 4 and 5.

2.3 Finishing with your existing supplier(s)

It’s up to you to cancel, or terminate, any contracts and pay any outstanding amounts you have with any existing suppliers.

If you don’t:

• they may not permit you to move your energy supply to E.ON; and/or
• the transfer may be delayed.

2.4 Getting you up and running

We can only start supplying you when we’ve successfully transferred your premises to us from your existing supplier.

We’ll take all reasonable steps to complete your transfer to us:

• on the date agreed with you; or
• if no date has been agreed, within 21 days starting from the day after you’ve entered into a contract with us.

Your transfer could be delayed:

• if your existing supplier objects to you changing supplier because you haven’t cancelled, or terminated your contract with them;
• if your existing supplier objects to you changing supplier because you owe them money;
• if we don’t have all the information we need to complete the transfer despite taking reasonable steps to obtain it;
• for any other circumstances beyond our reasonable control.

We can cancel your contract if:
• we haven’t managed to transfer your premises from your existing supplier(s) for reasons outside of our control; or
• we’ve asked you for a security deposit and you’ve not paid it within 21 days, starting from the date you entered into a contract with us or by the date mentioned in any correspondence we send you in relation to a security deposit; or
• you fail a credit check after accepting a contract with us; or
• you provide us with false, incomplete and/or inaccurate information.

If your transfer is delayed, or we cancel your contract, for any of the above reasons, we will not be liable for any costs that you incur.

Section 3

Checking your credit status

3.1 When would credit checking apply to me?
If you’re a new customer, or an existing customer adding premises, changing payment method or agreeing a new plan, we may check your credit status to decide which – if any – of our plans and services to offer you.

3.2 Who does this affect?
If you’re a partnership, this may involve checking all the partners. If you’re another kind of unincorporated organisation, this may involve checking all your officers. If you’re a limited company, this may involve checking all your directors.

3.3 What happens when we do a credit check?
First, we’ll check our own records, and then we may ask one or more credit reference agencies to check their records about you or your partners, officers or directors. If you have half hourly metering and you’re a registered company, we may receive regular updates about you from our credit reference agency: these checks won’t leave a footprint on your credit records.

The data that credit reference agencies hold includes information which is public, held by Companies House, from an electoral register and shared for credit and fraud prevention.

Other organisations lending you money or giving you credit will be able to see on the records at their credit reference agencies that we’ve run a credit check against you or your partners, officers or directors.

3.4 Getting permission for a credit check with a credit reference agency
We’ll ask your permission before we do this.

If you’re making a joint application or you tell us that you have a spouse, civil partner or other financial associate, we’ll link your credit records together. You
must be sure you have their agreement for you to disclose information about them to us before you give us permission to run the credit check.

Credit reference agencies will also link your records together and we (and others) may use these records for credit checking purposes.

3.5 **Credit related information we collect about you**

We record:

- any applications you make for plans and services, where credit is required
- how you conduct your account, including:
  - details of what you pay and when;
  - if you fail to pay a bill on time or in full;
  - any overdue amounts you owe us.

If you give us false or inaccurate information, we’ll also record this and may pass it to organisations involved in crime and fraud prevention.

3.6 **How this information is used and shared**

We share the information we record with credit reference agencies. They may share it with other organisations performing credit checks and other credit reference agencies.

We, credit reference agencies and others, may use the information to trace people or organisations which owe money, to recover overdue amounts and to prevent money laundering and fraud.

Records stay on file for six years after they’re closed, whether the account was settled or not.

Details of the credit reference agencies we use can be found on our website, or by contacting us.

For more information on how we handle your personal data, see section 14.

3.7 **Your credit status may affect your contract**

As a result of checking your credit status we may do any one or more of the following:

- cancel your contract (as long as we haven’t started supplying your premises);
- increase the prices we offer you;
- require you to pay a security deposit;
- require you to use a specific payment method;
- specify how often you receive a bill or statement from us;
- require you to take your supply through a prepayment meter.

Section 4

For fixed price plans

4.1 **When would this apply to me?**

This section only applies to you if you’ve agreed a fixed price plan with us. We’ll send you a contract confirmation letter detailing the start date and end date of your fixed price plan, including the prices we’ll charge during the period of your fixed price plan.
4.2 About fixed price plans

If you’re on a fixed price plan:

- we can prevent you switching to another supplier before the end date of any fixed price plan you’ve agreed with us;
- your prices will stay the same until the end date of your fixed price plan, except in any of the situations shown in section 9.2;
- you can give us notice at any time on or before your notice date that you want to terminate your contract at the end of your fixed price plan. You can do this by contacting us using the details in your contract confirmation letter. These can also be found on our website.

4.3 The renewal offer letter

We’ll send you a renewal offer letter on or about 60 days before the end date of your fixed price plan. If you haven’t heard from us you can contact us and we’ll send you another copy.

Your renewal offer letter will provide your options for the end of your current fixed price plan. We will not automatically roll you over to another fixed price plan.

<table>
<thead>
<tr>
<th>Your situation</th>
<th>What we’ll offer you</th>
</tr>
</thead>
<tbody>
<tr>
<td>If you haven’t already given us notice to cancel, or terminate, your contract</td>
<td>We may offer you a new fixed price plan. We’ll also tell you about our variable price plan. This is the plan we’ll move you on to at the end of your current plan if you don’t agree a new fixed price plan or cancel, or terminate, your contract. If you move on to a variable price plan you’ll need to give us 30 days’ notice if you want to switch to another supplier. You can find out more about variable price plans in Section 5. If you want to switch to another supplier at the end of your fixed price plan, you must notify us before your notice date. You’ll need to comply with the conditions of section 7.3 (which includes clearing any outstanding balance on your account), or we may prevent you from switching supplier.</td>
</tr>
<tr>
<td>If you’ve already given us notice to cancel, or terminate, your contract</td>
<td>We may offer you a new fixed price plan. We’ll also tell you about the out of contract prices we’ll move you onto if you haven’t switched to another supplier after the end date of your fixed price plan. Once you’re on out of contract</td>
</tr>
</tbody>
</table>
prices, you can switch to another plan or another supplier at any time. You’ll need to comply with the conditions of section 7.3 (which includes clearing any outstanding balance on your account), or we may prevent you from switching supplier.

| If your account has an outstanding balance and we’ve told you that we’ve applied to a court for a warrant to enter your property under the Rights of Entry (Gas and Electricity Boards) Act 1954 as amended | We won’t offer you a new plan. Instead we’ll move you to our out of contract prices after the end date of your current plan, whether or not you’ve given us notice to cancel, or terminate, your contract. You’ll still be subject to the latest version of these terms and conditions as your contract continues to apply until your switch to another supplier is complete. |

| Except where you’ve agreed to pay by fixed monthly Direct Debit, if £100 or more has been overdue on your account for 60 days or more when we send your renewal offer letter | The new fixed price plan we offer you will have higher prices than we’d offer if no amount was overdue. If you clear what you owe us you can contact us on the number shown in your renewal offer letter as we may be able to offer you a better deal. |

| If you’re on a fixed price plan and you’re being serviced by our Corporates team | We won’t send you a renewal offer letter. Instead our Corporates team will contact you to tell you about the prices we can offer you after your end date. You no longer need to give us notice to terminate your contract. |

### 4.4 Your renewal options

Once you’ve received your renewal offer letter, you can choose to do any of the following:

<table>
<thead>
<tr>
<th>Your situation</th>
<th>What you need to do / What happens next</th>
</tr>
</thead>
<tbody>
<tr>
<td>If we’ve offered you a new fixed price plan and you want to accept it</td>
<td>You’ll need to tell us by the notice date shown in your renewal offer letter – the letter will tell you how. We’ll send you a new contract confirmation letter and your new fixed price plan will start the day after the end date of your current plan.</td>
</tr>
<tr>
<td>If we’ve offered you a new fixed price plan and you want to discuss other offers with us, for example a longer fixed term or a different plan</td>
<td>The letter will tell you how to get in touch with us.</td>
</tr>
<tr>
<td>If you want to switch to another supplier immediately following the</td>
<td>You must terminate your contract on or before your notice date using the</td>
</tr>
</tbody>
</table>
end date of your current plan

If we send you a renewal offer letter and you:
- don’t agree another fixed price plan; and/or
- notify us of your intention to terminate your contract; but we’re still supplying you after the end date of your current plan

We’ll write to you around 10 days after your notice date to confirm you’ll be moved to the variable price plan or out of contract prices, as applicable. You’ll be subject to the latest version of our standard terms and conditions for small and medium enterprises (SMEs) as your contract with us will continue.

If your notice date has passed and you’d like to terminate your contract but you’ve not yet told us

You can still tell us you want to terminate your contract after your notice date. However we need at least 30 days’ notice, therefore you won’t be able to switch to another supplier until 30 days have passed. You’ll stay on your current fixed price plan until the end date of your fixed price plan and then we’ll switch you to our variable price plan until the end of your notice period. If we still supply you after that time, we’ll charge you at our out of contract prices. You’ll be subject to the latest version of our standard terms and conditions for small and medium enterprises (SMEs) as your contract with us will continue.

If you’ve agreed a new fixed price plan you won’t be able to leave until that plan has ended.

If you’re being serviced by our Corporates team

Our Corporates team will contact you to discuss your prices after your current plan ends.

Section 5
For variable price plans

5.1 When would this apply to me?

If you’ve agreed a variable price plan, or you were on a fixed price plan and:
- didn’t tell us on or before your notice date that you wanted to end your contract; and
- didn’t agree another fixed price plan with us.

5.2 About variable price plans
If you’re on a variable price plan, we can change your prices at any time. If we increase your prices, we’ll tell you in advance where we can. You can find our latest prices by logging into your account on our website or contacting us.

If you’re on a variable price plan with us, the plan will continue until:

- you agree a new plan or pricing with us; or
- you switch to another supplier; or
- your supply is permanently disconnected; or
- we give you notice that we’re ending your plan - see section 7.4; or
- your contract is ended - see sections 7.5 and 7.6; or
- you move on to our out of contract prices.

5.3 Your options

If you’re on a variable price plan you can ask us at any time to quote you for a fixed price plan by contacting us.

If you want to switch to another supplier you’ll need to terminate your plan and give us 30 days’ notice - see section 7.3 for more details

Section 6

Changes to your premises

6.1 Adding premises

If you want to add premises to your contract you need to call us to get a quote. We may offer you a new quote for the premises or add this to your current contract at our discretion. If you do ask us to quote, then sections 2 and 3 will apply for your new premises.

If you want us to read the meter at your new premises, please give us 10 working days’ notice of this change. Alternatively, call us on the day you become responsible for the new premises with an actual meter reading. This is not needed if you have half hourly metering.

6.2 Moving in or out of premises

If you’re moving out of the premises, you need to:

- give us a meter reading on the day you move out (not needed if you have half hourly metering or smart metering);  
- tell us who’ll be responsible for the premises in future; and 
- tell us where to send your final bill. If you’re a sole trader and have given us your home address, we may use that address to contact you about paying your final bill.

If we have reasonable grounds to believe that you, your officers or directors still have responsibility for the premises despite telling us that you’ve moved out, we may request additional evidence from you. If you’re unable to provide that evidence
within a reasonable amount of time we’ll assume that you’re still responsible for the premises and this contract will continue. In addition, if we reasonably believe you’ve acted fraudulently and you agreed your plan after 30 March 2014, we may move you to our out of contract prices and take any other action we deem necessary including, but not limited to:

- requiring a security deposit (see section 11.2);
- changing your payment terms;
- changing your meter to a meter we deem appropriate and necessary;
- de-energising your energy supply – in some cases remotely through your meter.

If you don’t have half hourly metering and you want us to take a meter reading at your premises you’ll need to give us at least 10 working days’ notice.

If you don’t tell us that you’ve moved out of the old premises and/or fail to provide us details of the new owner or occupier of the premises, you’ll still have to pay for the services at those premises until:

- a new owner or occupier takes over responsibility for the energy use; or
- we or the Network Operator permanently disconnects your supply.

We’ll add anything you owe to your account – if you have any premises left under your contract – or otherwise to your final bill.

Section 7

Ending your plan or contract

7.1 The difference between your plan and your contract

7.1.1 Your contract begins from the date we agree it with you and continues until we stop supplying you or until your contract is ended - see sections 7.2.1, 7.5 and 7.6.

During your contract with us you may move from one plan to another - see sections 4 and 5. Your contract confirmation letter will show the terms that apply to that plan and may also include changes made to your terms and conditions - see section 7.2.

7.1.2 If your plan has ended for any reason and you’ve not started a new plan with us, your contract will continue, unless you’ve entered into a new contract with us in accordance with section 7.2.1, and we’ll charge you at our out of contract prices.

This section explains how and when we can end your plan and how you or we can cancel, or terminate, your contract - and what happens afterwards.

7.2 Changing the terms and conditions of your contract

We may change these terms and conditions at any time. If the changes are significantly to your disadvantage, you can give us notice that you want to cancel, or terminate, your contract and switch to another supplier before the changes take effect. The terms in section 7.3 will apply.

You can do this by contacting us when we notify you of the change. You must do this within 10 days of the date we notify you. You’ll then have 30 days from notifying us to transfer the services to another supplier, otherwise we’ll apply the changes from the date they were due to take effect.
You won’t be able to cancel, or terminate, your contract if:

- the change is due to any amendments to, or introduction of, government taxes or levies;
- we change how frequently we bill you or change your smart meter to the Pay-As-You-Go setting, because you’ve cancelled your fixed monthly Direct Debit, haven’t paid us on time, or your credit status is not – in our opinion – satisfactory;
- we require you to pay for your energy through a prepayment meter;
- we require you to provide a security deposit; or
- the change is due to any of the circumstances listed in section 9.2.

7.2.1 We’re making changes to our contracting process. This may mean that when you agree a new plan with us you’ll enter into a new contract. If this applies to you we’ll advise you that this is the case when you agree a new plan with us and we’ll confirm it in the contract confirmation letter.

7.3 Cancelling, or terminating, your contract and switching to another supplier

If you’re in a fixed price plan and want to switch supplier when your plan ends, you need to give us notice to cancel, or terminate, your contract. The notice must be received by us on or before the notice date.

If you’re in a variable price plan and you want to switch supplier, you need to give us 30 days’ notice.

You can do this by calling us, writing to us, or emailing us. You can find our contact details in the FAQ section of our website.

If you’re in a deemed contract, you can switch supplier at any time.

If you’re on our out of contract prices, you can switch supplier at any time, subject to the conditions of this section (7.3).

We’ll take all reasonable steps to help you complete your transfer by the date agreed with your new supplier, or where no date has been agreed, no more than 21 days from the day after you entered into a contract with another supplier.

If you’re on a fixed price plan, variable price plan or on out of contract prices we may delay or prevent you switching supplier if:

- the transfer date is before the end date of any fixed price plan you’ve agreed;
- the transfer date is less than 30 days from the date you told us you wanted to end your contract;
- you have an outstanding balance on your account;
- the new supplier has told us that there’s been a change of tenancy at the premises but we have reasonable grounds to believe this is not the case;
- you ask us to stop the transfer;
- the new supplier attempts to register an electricity meter point(s) and has not applied to transfer all the related meter point(s) on the same working day for the same supply start date.

If you’ve given us notice to terminate but we still supply you after the end date of your fixed price plan or after the end of the notice period, the latest version of these terms and conditions will still apply and we’ll charge you at our out of contract prices.
**Out of contract prices** are generally more expensive than any of our **plans**. We may change them at any time, but where we can we’ll advise you in advance of any increase to our **out of contract prices**. You can find our latest prices by logging into your account on our website or contacting us.

### 7.4 When we can end your plan

We may end your **plan** or **de-energise** or **disconnect** your supply if:

- your actions (or failure to act on a reasonable request) cause us (or are likely to cause us) to be in breach of our electricity or gas supply licences or any other applicable legislation;
- you fail to give us access to your **premises** to fit an **advanced meter** in accordance with section 12.5;
- you breach these terms and conditions; or
- we reasonably believe you’ve acted fraudulently.

We’ll try to give you advance notice but in some circumstances, for example where there is danger to life or property, we may **de-energise** or **disconnect** your supply without notice.

If we end your **plan** we’ll move you on to our **out of contract prices** or our de-energised prices as applicable. We may change these prices at any time. You can find our latest prices by contacting us (for contact details go to the ‘Contact us’ page on our website) - in some cases we may also cancel, or terminate, your **contract** - see section 7.6.

If you’re on a **fixed price plan** that was entered into before 31 March 2014, this section will not apply until after the **end date** of your current **fixed price plan**.

### 7.5 When your contract with us ends

Except under the circumstances in sections 7.2.1 and 7.6, your **contract** with us won’t end until:

- you’ve successfully transferred to another supplier; or
- your supply has been permanently **disconnected**; or
- you cease to be the owner or occupier of a **premises** subject to section 6.2; or
- you agree a new contract or agreement with us to start after the **end date** of your **plan**.

Ending your **contract** won’t affect any outstanding rights or obligations you or we have under it. If your **energy** usage is different from the figure we based your final bill on, we’ll issue a revised final bill and you’ll need to pay all amounts due to us.

If you have a **smart meter**, you may lose some functionality when you switch to your new supplier.

Other than to meet our regulatory requirements, when you leave we won’t pass on data from your **smart meter**, **advanced meter** or your **half hourly meter** to anyone else without your permission.

### 7.6 Specific situations when your contract may end

Where you **materially breach** the terms of your **contract** we may cancel, or terminate your **contract** after giving notice, **de-energise** or **disconnect** your supply and move you on to a **deemed contract**.
Your contract will also end if Ofgem nominates another supplier to provide energy to the premises.

7.7 Summary of when your plan or contract may end

When we can end your plan

This section does not apply if you entered into a fixed price plan before 30 March 2014. We can end your plan and charge you at our out of contract prices if:

- your actions (or failure to act on a reasonable request) cause us (or are likely to cause us) to be in breach of our electricity or gas supply licences or any other applicable legislation – see section 7.4;
- you materially breach the terms of your contract (including, but not limited to, stealing energy, or deliberately damaging our or the network operators’ equipment);
- we reasonably believe that you’ve acted fraudulently in claiming you are or will no longer be responsible for energy used at the premises - see section 6.2;
- you need to be transferred to our Corporates team in accordance with section 15.7 and:
  - your fixed price plan has ended; or
  - we gave you notice to end your variable price plan and the notice period has ended.

When you can end your plan

If you’re on a fixed price plan, there are no circumstances where you can end your plan.

If you’re on a variable price plan, you may end your plan by agreeing a new fixed price plan or giving us 30 days’ notice to switch supplier. Your variable price plan will end when your new fixed price plan starts.

When we can cancel, or terminate, your contract

If we agreed a contract with you but we haven’t started to supply you yet.

We can cancel your contract and stop your transfer if:

- we’ve asked you for a security deposit but you haven’t paid it within 21 days or as otherwise specified by us; or
- you failed our credit check; or
- you’ve provided us with false, incomplete or inaccurate information; or
- we haven’t been able to complete your transfer for other reasons beyond our reasonable control; or
- you’ve told us you didn’t agree a contract with us and we’ve no evidence that a contract was agreed with you; or
- you cease to be the owner or occupier of a premises subject to section 6.2.

If you’re on a plan, or you’re on our out of contract prices.

We can cancel, or terminate, your contract if:

- you commit a significant material breach (including, but not limited to, a breach that is capable of leading to us taking legal action, or persistent material breaches); or
- Ofgem nominate another supplier to the premises.
If we still supply you after your contract has been ended, we’ll supply you under a deemed contract - see section 1.

**If you want to appoint your own metering agents.**

We may cancel, or terminate, your contract and supply you on alternative terms.

**When you can cancel, or terminate, your contract**

**If you’re on a fixed price plan.**

You can cancel, or terminate, your contract by giving us notice before the notice date. Your contract will end after the end date of your plan and when your switch to another supplier is complete. You’ll need to comply with the conditions of section 7.3 (which includes clearing any outstanding balance on your account), or we may prevent you from switching supplier. If we still supply you after the end date of your plan we’ll charge you at our out of contract prices - see section 4.2 for more details on how to terminate your contract.

**If you’re on a variable price plan.**

You can cancel, or terminate, your contract by contacting us at any time and giving 30 days’ notice. Your contract will end after the notice period has ended and when your switch to another supplier is complete. You’ll need to comply with the conditions of section 7.3 (which includes clearing any outstanding balance on your account), or we may prevent you from switching supplier. If we still supply you after the end of the notice period we’ll charge you at our out of contract prices.

**If you’re on any plan.**

You can cancel, or terminate, your contract if:

- we tell you of changes to these terms and conditions that significantly disadvantage you. You’ll need to do all of the following or we may stop you switching supplier:
  - pay any outstanding balance on your account
  - call us within 10 days of the date we notify you
  - switch to another supplier within 30 days of your call
  - comply with the conditions of section 7.3.

  If we still supply you 30 days after your call we’ll assume you have changed your mind and will not terminate your contract. The changes we told you about will apply from the date we’ve stated.

- we write and tell you that we need to transfer you to our Corporates team. You’ll need to do all of the following or we may stop you switching supplier:
  - pay any outstanding balance on your account
  - call us within 10 days of the date we notify you
  - switch to another supplier within 30 days of your call
  - comply with the conditions of section 7.3.

  If we still supply you 30 days after your call we’ll assume you have changed your mind and will not terminate your contract and we’ll transfer your account to our Corporates team.
If you’re on out of contract prices or a deemed contract

You can cancel, or terminate, your contract by switching to another supplier at any time – your contract will end when your switch is complete. If you’re on out of contract prices you’ll need to comply with the conditions of section 7.3 (which includes clearing any outstanding balance on your account), or we may prevent you from switching supplier.

Section 8

Who’s who?

8.1 Who we are

Your contract is between you and E.ON Energy Solutions Limited for the supply of services.

Sometimes it’s our parent company E.ON UK plc providing the services to you, and we’re just acting as their agent. In this case, these terms and conditions still apply and references to ‘we’, ‘us’ or ‘our’ include E.ON UK plc.

8.2 Who is agreeing on your side

If you’re agreeing to your contract on behalf of a limited company, partnership or other organisation, you confirm that you have the authority to do so.

If you’re a sole trader, you confirm that you are aged 18 or over.

If you’re a partnership or other unincorporated organisation, you and the other partners or officers will be jointly and severally liable under your contract.

8.3 Changing who’s agreeing

Your contract is between you and us, and you can’t transfer it to anyone else without our agreement.

We may transfer our rights and obligations under your contract to another company, but your rights under your contract will not change. You won’t be able to cancel, or terminate, it just because we have transferred it to someone else.

8.4 Who else has rights under your contract?

We and your network operator(s) have rights under legislation and our licences, which we can use to enforce provisions in your contract.

Section 9

What you pay

9.1 What we’ll charge you

<table>
<thead>
<tr>
<th>Your situation</th>
<th>What we charge you</th>
</tr>
</thead>
<tbody>
<tr>
<td>You haven’t agreed any terms with us, so you have a deemed contract;</td>
<td>Our deemed prices – which we’ll write and tell you about when we know you’ve moved in.</td>
</tr>
<tr>
<td>or you’ve materially breached these terms and conditions and we’ve cancelled, or terminated your</td>
<td>We can change these prices at any time – we’ll use reasonable steps to</td>
</tr>
</tbody>
</table>
If you’ve agreed a **variable price plan**;  
or if your **fixed price plan** has ended and you haven’t given us notice on or before the **notice date** that you want to switch to another supplier

> The pricing in the ‘your plan’ section of the **contract confirmation letter** we sent you.

> We can change these prices at any time - we’ll notify you, where we can, in advance if we increase these prices. You can find our latest variable prices by logging into your account online or contacting us.

If you’ve agreed a **fixed price plan**

> The pricing in the ‘your plan’ section of the most recent **contract confirmation letter** we sent you.

We won’t change these prices before the **end date** stated in ‘your plan’ except in any of the situations in sections 9.2.

If we’ve ended your **plan** and we haven’t agreed a new **plan** with you;  
or if you’ve cancelled, or terminated, your **contract** but we still supply you

> Our **out of contract prices**, you can find our latest **out of contract prices** by logging into your account online or by contacting us.

We can change these prices at any time - we’ll notify you, where we can, in advance if we increase these prices.

If you’re being serviced by our Corporates team, and following the end of your **fixed price plan**, you’ve not started your half hourly contract with us or changed to another supplier

> Our **out of contract prices**, which you can find on our website.

### 9.2 Specific situations when we can change your pricing

We can change your pricing if the information we based it on changes. For example:

- you move, add or remove **premises**;
- you change your payment method;
- you make changes to your supply;
- we find that the information you gave us is incorrect, false or incomplete;
- you asked us to supply more than one **premises**, but we haven’t been able to transfer all of them.

We’ll pass through to you any additional charges we incur as a result of you providing incorrect, false or incomplete information.

The amount you have to pay and these terms and conditions may also change as a result of changes to taxation or the introduction of new taxes, levies, laws or regulations, including but not limited to a change in the rate of VAT or **CCL**.
9.3 Additional charges

We can apply additional charges if:

- you change the design features of your connection – see section 13.1;
- we supply you under a **CCL exempt product** - see section 13.5 for more details;
- your site is not ready for a meter to be installed when we make an arranged visit;
- payment is made by credit card;
- your bank fails to honour your Direct Debit on the second attempt to collect a payment;
- your bank refuses to honour your cheque payment;
- you request a copy bill or statement;
- the circumstances of section 12.3 or 13.3.1 apply.

We charge VAT at the standard rate for **energy** unless your business is entitled to receive the supply at the reduced rate of VAT. You must provide us with a valid VAT declaration form to evidence your entitlement to the reduced rate of VAT. We do not accept VAT declaration forms signed by a **third party intermediary** even if there is a valid **letter of authority**.

**CCL** will be charged at the applicable rate. If the rate of **CCL** changes, the rate of the **CCL equivalent charge** will automatically change by the same amount and at the same time as government changes to **CCL** - see section 13.5.

We may charge you our reasonable costs if you damage or tamper with the meter on your **premises**, abort an installation, or obstruct a communications signal from a **smart meter**, **advanced meter** or **half hourly meter**. We may also:

- end your **plan** and charge you at **out of contract prices**; or
- **de-energise** or **disconnect** your supply.

If your account has an **outstanding balance**, we may charge you interest on that amount at 8% over the Bank of England base rate, plus up to £100 compensation in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.

**Section 10**

**Bills and statements**

10.1 What we send you

We’ll send you a bill or statement for each billing period – as set out in your **contract confirmation letter**.

Your bills or statements will include details of:

- your **energy** usage;
- what we’ve charged you;
- payments you’ve made to us (unless you are being serviced by our **Corporates team**); and
- any payments you should make to us.

We can change how often we send you bills and statements by writing to you in advance.
10.2 Estimated bills and inaccurate information

If a meter reading or consumption data is:

- unavailable; or
- in our reasonable opinion, inaccurate;

we may need to base your bill on our reasonable estimate. You have to pay this bill.

If at any time we discover that any bill has been based on inaccurate or incomplete information, for example, but not limited to, meter technical information, we may amend your account and issue a revised bill as soon as possible after accurate information becomes available.

10.3 If you don’t agree with a bill or statement

Please contact us immediately by calling the number on your bill or statement. Any undisputed portion of the bill must be paid as set out in section 11 and you must inform us about the amount you dispute and your reasons for disputing this.

Section 11

Paying us

11.1 Paying us on time

Unless you’ve agreed to pay by fixed monthly Direct Debit, you need to ensure that you pay the bill in full and that your payment reaches our account within 14 days of the date on your bill or statement.

Information about how we calculate fixed monthly Direct Debits and how we deal with credits on your account can be seen on our website.

If you pay by fixed monthly Direct Debit or bank transfer and your bank doesn’t meet a payment because you don’t have enough funds available, we may change your payment method immediately. You must make alternative arrangements to pay any outstanding balance on your account or the conditions of section 9.3 will apply.

If we need to change the amount of your fixed monthly Direct Debit (for example if you start to use more energy or we change your prices) we’ll write and tell you, giving you at least 10 working days’ notice.

If you have a prepayment meter and require a continuous supply, it’s your responsibility to make sufficient payments to your account to ensure that you remain in credit at all times. If you don’t, your supply may be interrupted until sufficient payments have reached your account.

We may charge you a fee for paying by certain methods or if your payment method fails – see section 9.3.

11.2 Security deposits

Where we request a security deposit, you’ll provide us with this by the reasonable date we specify.
If we require you to pay a **security deposit**, we’ll pay it back after 12 months providing there is no **outstanding balance** on your account and we haven’t had to try to collect outstanding amounts from you within the last six months.

We’re entitled to use all or part of the **security deposit** to offset overdue payments from you and if we do so we’ll request a further **security deposit** to be paid to us by the date we specify. Where the **security deposit** has been used and not replaced we may also terminate your **plan** and charge you at our **out of contract prices**.

### 11.3 Discounts

In your **contract confirmation letter** we advise you if you’re eligible for any discounts.

On eligible plans we give a discount for prompt payment if you pay your bill or statement within 14 days of the bill’s date. We’ll apply the discount to your next scheduled bill or statement. This discount doesn’t apply to the final bill.

If you’re on an eligible **plan** and choose to pay by monthly Direct Debit, you’ll receive an ongoing discount for paying by this payment method. We’ll apply the discount to the bill or statement for each billing period, including your final bill. If we have transferred your account to our Corporates team, they’ll apply the discount to your unit rates instead.

If you’re eligible for any discounts but your account falls into arrears, we can cancel any discount and move you to an alternative payment arrangement.

### 11.4 How we allocate the payments you send us

We’ll use the payments you send us to pay off the oldest part of the balance on your account first. If your account has been transferred to our Corporates team we may allocate your payment in accordance with your instructions.

If we receive a payment intended to pay for more than one **service** or **premises**, we’ll allocate this payment as notified by you on the remittance advice. If you haven’t sent a remittance advice, our payments processing team will investigate and try to contact you to get your instructions about how to allocate the payment.

If you’ve agreed a payment arrangement with us, we may allocate payments to ongoing **energy** usage and repaysments, in accordance with this arrangement.

If you’re in credit for a particular **service** or **premises**, we may use this credit to pay off a debit balance on another part of your account or any of your other **premises** we supply.

If you sign up to a **Green Deal** for your **premises**, or move into **Green Deal premises** in accordance with section 13.6, any payments you make to us will be shared proportionately between your **Green Deal charges** and any other charges due from you.

### 11.5 If you don’t pay us

If you don’t pay us, or refuse to pay a **security deposit** when we ask, we can:

- change how often we send you a bill or statement;
- change your **smart meter** to the Pay-As-You-Go setting where applicable;
- withdraw your discounts - see section 11.3;
• charge you a late payment fee - see section 9.3;
• charge you interest on your debt - see section 9.3;
• require you to pay for your energy in advance using a prepayment meter;
• disconnect your supply – in some cases remotely through your meter; and/or
• issue legal proceedings against you to recover any monies owed.

In these situations:
• we may charge you our costs, including our credit management costs, and
• you may still incur standing charges even if your premises are disconnected or you’re not using any energy.

Section 12
Tracking your energy usage

12.1 Meter readings and consumption data

Your energy supply will have a meter.

If you have a smart meter and/or an advanced meter, in most cases we may be able to read your meter remotely. We’ll do this once a month, when we’ll collect meter readings for each half hour in that month, unless you’ve told us you only want us to collect daily or monthly meter readings and industry regulation doesn’t require us to settle your meter point(s) on a half hourly basis.

We’ll also try to read your smart meter remotely when your prices change or you switch to another E.ON tariff. If you switch to another supplier we may read your meter remotely and send the reading to your new supplier, providing we have an agreement with them to do this.

If we can’t obtain a reading from your smart meter we’ll estimate your usage - see section 10.2.

If you don’t have a smart meter we’ll send a meter reader to your premises from time to time and you’ll allow us access to the meter.

If you have half hourly metering your data collector will send us your half hourly consumption data.

We’re required by regulation to take all reasonable steps to obtain a meter reading once a year. You can provide us with your own meter readings by contacting us or by logging into your account on our website. This is not needed if you have half hourly metering.

12.2 Faulty meters

If you suspect that your meter is faulty, you can arrange for it to be tested by calling us - you’ll be charged in advance for this visit. If the meter is found to be faulty, you’ll receive a refund for the price you paid to us for this visit within 28 days or as soon as practicable after that.

We may also arrange for the meter to be tested at our own cost.

Where we are obligated to inspect your meter, you will allow us safe and reasonable access to the meter point(s). Where we’re unreasonably denied...
access and are unable to comply with our obligations, we may ask you to pay any costs we’ve incurred and we may terminate your plan as stated in section 7.4.

12.3 Metering agent(s)

If you instruct us to appoint your own metering agent(s) you must ensure that they are qualified as we may need to supply you on alternative terms.

We may reject or delay appointment of a metering agent(s) of your choice where we have reasonable grounds to do so.

If a metering agent(s) you’ve appointed fails to perform, ceases to be qualified and/or causes or may cause us to be in breach of our licence conditions we may:

- appoint a replacement of our preferred choice; and/or
- pass through to you any costs we incur, including but not limited to additional operational costs, regulatory/industry fines or penalties; and/or
- charge you our out of contract prices until you have worked with your metering agent(s) to resolve the situation to our satisfaction.

12.4 Fitting a smart meter

We’re currently in the process of installing smart meters at premises we supply. You agree that, if we contact you to arrange to install a smart meter at your premises, you’ll allow us reasonable access to complete the installation without unjustifiable delay.

12.5 Fitting an advanced meter

Where we’re required by regulation to install an advanced meter to a meter point(s) at your premises you will allow us access to the meter point(s). Where we’re unreasonably denied access we may ask you to pay any costs we’ve incurred and we may terminate your plan as stated in section 7.4.

Section 13

Your energy supply

13.1 Changing the design features of your connection

If you want to install generating equipment, or modify or exceed the design features of your connection in other ways, you must:

- contact us;
- ensure that we’ve agreed to these changes;
- if we ask you to, also contact your network operator(s) and ensure that they’ve also agreed to these changes; and
- pay the costs that we – and your network operator(s) – incur as a result of this.

13.2 Your electricity supply

For the characteristics of your electricity supply please refer to the National Terms of Connection website.
13.3  **Half hourly metering**

Industry regulation may require your **meter point(s)** to be settled on a half hourly basis. If this is the case, we’ll need to change the setup of your meter so we can remotely receive half hourly **consumption data**. If we need to make this change part way through your **fixed price plan** your prices will not change.

Where we are required by regulation to install or reconfigure a **meter point(s)** at your **premises** to **half hourly metering**, you’ll allow us safe access to the **meter point(s)**. Where we’re unreasonably denied access and are unable to comply with industry regulation, we may ask you to pay any costs we’ve incurred and we may terminate your plan as stated in section 7.4.

You can agree a maximum **authorised supply capacity (ASC)** with your **network operator**. If you have not agreed an **ASC** with your **network operator** they will assign an **ASC** to your **meter point(s)** where appropriate. Any changes to your **ASC** must be agreed with your **network operator**.

If you require a meter reconfiguration or a meter change, we’ll agree a date with you for installation where applicable. We’ll be responsible for collecting **consumption data** from your **half hourly meter** until your **meter point(s)** are no longer registered to us.

Where we are unable to communicate with your **half hourly meter**, you’ll allow us safe access to the **meter point(s)**. Where we’re unreasonably denied access, we may ask you to pay any costs we’ve incurred and we may terminate your plan. We may charge you our reasonable costs if you obstruct a communications signal from your **half hourly meter**.

13.3.1  **Pass through costs**

If this section applies to you we’ll either tell you before you agree your plan and confirm this in the **contract confirmation letter** or we’ll advise you in **writing**, in advance, to tell you we intend to apply this section. If we’ve written to you to advise that we intend to apply this section to you, you’ll be able to give us notice to cancel or terminate your **contract** as stated in section 7.2.

**Authorised supply capacity charge(s)**

If your **ASC** increases or is different to the **ASC** we included in your prices, we may pass through to you any increase in the difference between the **ASC** set when you entered into the **contract** (or any subsequent plan) and your actual **ASC** at the published **network operator** rates.

**Excess capacity charge(s)**

Where you exceed your **ASC** we may pass through to you any **excess capacity charge(s)** charged to us by the **network operator** at the published **network operator** rates.

**Reactive power charge(s)**

We may pass through to you any **reactive power charge(s)** charged to us by the **network operator** at the published **network operator** rates.
13.4 De-energising your electricity supply

If you wish to temporarily interrupt your electricity supply – for example, in the event of building works – you can ask us to do this.

If you ask us to do this, we’ll stop the flow of electricity from the distribution network to your premises. This is called de-energising. We’ll usually charge you our costs for doing this. If you’re supplied by a smart meter we may de-energise your premises remotely.

Once your premises are de-energised, in most cases we’ll charge you a daily standing charge (our de-energised prices) until your premises are re-energised. We may change these prices at any time. You can find our latest prices by contacting us.

If your premises are de-energised you will not receive a renewal offer letter and you’ll continue to be charged our de-energised prices.

When your supply is re-energised you’ll be put on a deemed contract unless you agree a new contract with us – see section 1.

If your premises stay de-energised for longer than 12 months, we may permanently disconnect them from the distribution network. We’ll make an additional charge for this, which you must pay.

You’ll continue to be responsible for the services until your premises are permanently disconnected from the distribution network.

13.5 CCL exempt product

This section only applies to you if you’re liable to pay CCL.

You agree that we can, from time to time, supply you with electricity under a CCL exempt product. This means that the electricity we supply you with is certified as being from a good quality CHP electricity source or a renewable electricity source, therefore you’ll be exempt from paying CCL.

There is an additional charge for electricity supplied under a CCL exempt product, known as the CCL equivalent charge. This charge is the same as the CCL you would otherwise have been liable for, therefore the total amount of your bill will be unchanged. This means that if the rate of CCL changes, the rate of the CCL equivalent charge will change automatically by the same amount and at the same time as government changes to CCL.

If we’ve supplied you under a CCL exempt product, the CCL equivalent charge will be shown on a separate line on your bill. If we’ve supplied you under a standard product and you are liable for CCL, the CCL will be shown on a separate line on your bill.

In some circumstances your bill may show both CCL and a CCL equivalent charge: this will be because you’ve only been supplied under a CCL exempt product for part of the period we have billed, and CCL is due on the remainder.

If your circumstances change you need to inform us as we may need to stop charging you a CCL equivalent charge and may need to start charging you CCL.

This will happen if you:
• move to a domestic tariff;
• switch to Smart Pay-As-You-Go;
• have half hourly metering installed;
• provide a partial VAT declaration; or
• provide us with a CCL exemption form.

In accordance with the Finance Act 2000, Schedule 6, para 19(2) and 20A(3):

a. In each averaging period as determined under the Finance Act 2000, Schedule 6, para 20B, the amount of electricity supplied by good quality CHP electricity will not exceed the difference between:
   i) the total amount of good quality CHP electricity that, during that period, is either acquired or generated by us; and
   ii) so much of the total amount as is allocated by us otherwise than to good quality CHP electricity supplied by us in the period.

b. In each averaging period as determined under the Finance Act 2000, Schedule 6, para 20, the amount of electricity supplied by renewable electricity sources will not exceed the difference between:
   i) the total amount of renewable electricity sources that, during that period, is either acquired or generated by us; and
   ii) so much of the total amount as is allocated by us otherwise than to renewable electricity supplied by us in the period.

13.6 Green Deal premises

How your Green Deal plan works

If you sign up to a Green Deal for your premises, or move into Green Deal premises, you’re responsible for payment of the Green Deal charges. We’ll bill and collect Green Deal charges on behalf of the Green Deal provider through your usual method of payment. If you have a prepayment meter we’ll collect these charges through your meter. We’ll show your Green Deal charges separately on your bill or statement. Green Deal charges will continue to be charged at the Green Deal premises until the full amount owing to the Green Deal provider is paid. Green Deal charges are not included in the prices we agree with you when you switch to us or switch plans with us. We’ll write to you about your Green Deal charges as soon as your Green Deal provider or your existing supplier tells us what they are. Your Green Deal charges will not be shown in your contract confirmation letter.

What happens if you move premises

If you move out of a Green Deal premises you’ll have to pay all Green Deal charges due up until the date you move out, in addition to any other charges due to that date. Any Green Deal charges due after the date you move out will be charged to the new owner or tenant, or if the premises are empty, to the landlord.

What happens if you switch supplier

If you switch supplier, you’ll need to pay us for any Green Deal charges due while we were your supplier. Your new supplier will take over collecting the Green Deal charges from the time they start to supply you.

13.7 Demand Side Response (DSR) payment(s)

Where we agree to supply gas to your premises and you are subject to Firm Load Shedding by a gas transporter as a result of a Gas Deficit Emergency, we agree
to pay you (as soon as reasonably practicable) a **DSR payment** provided that we receive payment applicable to you from the relevant gas transporter.

### Section 14

#### Personal data

**14.1 Contacting you**

In order to service your account we may use personal data to contact you by various methods, including electronic communications such as e-mail, text and messages through your **smart meter**.

**14.2 Servicing your account**

We explain how we use your personal data for credit checking in section 3. We’ll also use your personal data (including information obtained from your **smart meter**) and data we obtain about you from third parties to service your account including:

- monitoring and recording communication for security and training purposes, for example to help us resolve queries or to help us check the quality of service we are providing to you;
- use of any automated scoring systems, which also use information from credit reference agencies;
- using your personal data to provide tailored **energy** efficiency advice.

If you’re a sole trader and you’ve given us your home address, we may use this address to contact you about your **contract**. We’ll only do this if we’re having problems contacting you at your business address, or if you’ve moved out of your business address and have not given us a forwarding address.

**14.3 Sharing your personal data with others for servicing purposes**

To ensure we keep our records accurate and up to date we’ll use information we obtain from different sources which will involve matching the data we hold about you with data that third parties hold about you. This will include third parties that we’re working with and credit reference agencies.

We’ll share your personal data with organisations who help us to service your account, for example to provide you with a **Green Deal** or enable you to monitor your **energy** consumption and compare it with similar businesses within your sector.

We’ll share your data with third parties where you have instructed us to or where others acting on your behalf have an interest, for example:

- with other suppliers where you wish to transfer supply;
- landlords or letting agents where you are moving house;
- financial associates where you are linked together on an account.

In order to provide **services** you have asked for we’ll share information with others named or linked on your account. This may include a business partner or employee or those paying the bill, or a **third party intermediary** working on your behalf with the required authority.
We’ll also share data on your account with third parties where we’ve identified a vulnerability and support is required, for example government departments or social services.

In order to cross check your details in relation to taking on a supply we’ll share information on your account including how you manage your account with us and whether there are any overdue amounts with credit reference agencies.

Where we or a third party suspect the property you are in is connected with a fraud we may share your information with other energy suppliers, landlords, housing associations or law-enforcement agencies.

We, credit reference agencies and others may use your personal data to trace people or organisations which owe money, to recover debt and to prevent money laundering and fraud.

We may transfer your debt to another organisation and give them details about you and the overdue amounts for the purpose of obtaining payment.

From time to time these other people or organisations may operate in countries that don’t have the same standards of protection for personal data as the UK, but that E.ON have assessed as having reasonable security measures in place.

We will not share any personal data with social networking sites or other online media without your permission. If you share personal data with us or link your social media account with ours, we may use that data in accordance with this section (14). You’re responsible for all personal data you share with us through social media.

We may share your data with other organisations for the detection, investigation and prevention of crime.

14.4 Marketing

We’ll use your personal data to communicate marketing opportunities in line with your preferences (eg electronically or by mail or telephone), unless you have told us that you don’t wish to receive such information by one or more communication methods.

14.5 Sharing your data with others for marketing purposes

We’ll use your personal data for the purpose of marketing opportunities (including loyalty or incentive schemes run from time to time) that may be of benefit to you. As part of this we may share your personal data with affiliates, companies we’re working with and others in the E.ON Group in order to conduct data matching exercises. As a result of this, these selected third parties may also communicate marketing opportunities to you, unless you’ve notified us that you do not want to receive such information.

14.6 Research

We may use your personal data for research into market initiatives, including creating statistics, testing computer systems, analysing customer information and creating propositions and marketing opportunities (including using information about what has been bought from us and how it has been paid for). As part of this we may share your information with those in the E.ON Group, those we’re working with, government bodies, regulatory authorities, industry bodies and others.
associated with the **energy** industry where we’re satisfied that there are satisfactory security measures in place.

### 14.7 Your rights

You are entitled to a copy of the personal data that we hold about you or to have any inaccurate information corrected. We may charge you a small fee for providing this to you. You can opt out of receiving marketing material from us or third parties, or receive more details of how we and credit reference agencies use your information by contacting us.

### Section 15

#### General terms

**15.1 Our liability to you**

We and the **network operator(s)** are not liable for:

- any indirect or consequential losses – which may include pure economic loss, loss of profit, loss of business, third party costs, reduced goodwill and other similar losses;
- damage which is beyond our reasonable control however it was caused.

Our and the **network operator(s)** joint total liability to you in any calendar year (January to December) for any incident – or related series of incidents – is £100,000. This limit doesn’t apply to death or personal injury.

**15.2 This is a micro business consumer contract**

The Government licenses us to supply electricity and gas. Electricity and gas legislation and our supply licences regulate how we operate with different kinds of customers. Some **small and medium enterprises**, also known as **micro businesses**, have special protection under our supply licences. However, we treat all **small and medium enterprises** serviced by our SME team as **micro businesses**, which is why we call your **contract** a ‘**micro business consumer contract**’.

**15.3 Letters of authority**

We will not discuss anything to do with your **contract** with a **third party intermediary** unless we have a valid **letter of authority** from you to do so. You can update your authorisation at any time by providing us with a new **letter of authority**. Any previous **letter of authority** will end when the new **letter of authority** becomes effective. You can cancel your **letter of authority** at any time by telling us in writing or by calling us.

Unless it specifically states otherwise, a **letter of authority** is valid from the date of agreement for a period of 12 months.

We do not accept VAT declaration forms signed by a **third party intermediary** even if there is a valid **letter of authority**.
15.4 National Terms of Connection – for electricity customers only

In the paragraphs below, your network operator is the company which manages the electricity distribution systems that supply your premises. We’re 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 will happen from the time that you enter into your 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 home or business.

If you want a copy of the NTC or have any questions about it, please see the National Terms of Connection website for details.

15.5 This is a customer contract

These terms and conditions are for the supply of energy to premises which you own and/or occupy. If you’re not the owner and/or occupier of any of the premises you must tell us before entering into a contract with us and you’ll need to provide us with evidence that you are acting with the authority of the owner and/or occupier and in what capacity you are acting for them. We may offer to supply you under different terms and conditions.

15.6 Rights, liabilities and obligations after your plan ends

If you switch to a new plan with us when your old one ends, or if you move to out of contract prices, your contract with us and any rights, liabilities or obligations in it will continue. Your contract will only end under the circumstances in sections 7.2.1, 7.5 or 7.6.

If you switch to another supplier, your supply is permanently disconnected or you’re no longer responsible for supply at the premises, the rights, liabilities or obligations which have accrued prior to the end date shall not be affected.

15.7 Transferring to our Corporates team

If your average maximum monthly electricity demand at a premises exceeds 100kW in the three months of highest demand during the previous 12 months, we’re required, under industry rules, to move you to half hourly metering and settlement. If this is the case we’ll contact you separately as we may need to transfer you to our Corporates team, who will service and manage your account.

Our Corporates team will contact you on or around 60 days before the end of your current plan to tell you about the prices they can offer you after your end date. If they’re unable to offer you a quote we’ll continue to supply you under the latest version of these terms and conditions and we’ll charge you out of contract prices while we supply your meter point(s). You can find our out of contract prices on our website. You’ll be able to leave us at any time as long as you comply with the conditions of section 7.3 (which includes clearing any outstanding balance on your account).

If this applies to your meter point(s), these terms and conditions will continue to be in effect until a circumstance in section 7.5 or 7.6 applies.
15.8 Your other rights and the law that applies to your contract

Your rights under the law (your statutory rights) are not affected by your contract. Your contract is made under the laws of England and Wales for supply in England and Wales, and by the laws of Scotland for supply in Scotland.

15.9 Safety and emergencies

You have to allow access to your premises to the network operators or any person that we authorise, even if there isn’t an emergency.

15.10 Dealing with emergencies – for gas customers only

In a gas emergency, we or the network operator may need you to stop using gas.

Where your gas usage exceeds 732,000kWh per year, you must provide us with named contacts and telephone numbers to enable access 24 hours per day. You must notify us immediately if these change.

Section 16
Glossary

In these terms and conditions, our renewal offer letters and contract confirmation letters that we send you, we use particular words and phrases that have particular meanings. These are the meanings they take:

Advanced meter
A specific type of meter that we can communicate with which will record and send us your meter reading remotely.

Authorised supply capacity/ASC
The agreed maximum capacity that a customer with half hourly metering is authorised to take from the local electricity network, measured in kilovolt-amperes (kVA).

CCL equivalent charge
An amount calculated by multiplying your total electricity consumption in the billing period with the current applicable CCL.

CCL exempt product
A supply of energy from either good quality CHP electricity or renewable electricity which, in accordance with the Finance Act 2000, Schedule 6 partially or wholly exempts the consumer receiving that supply from CCL.

Climate Change Levy (CCL)
A tax on business electricity and gas supplies introduced in the Finance Act 2000.

Combined Heat and Power (CHP)
This is the on-site generation of electricity where the heat produced as part of the generation process is also used on the site, which makes it more energy efficient than traditional forms of generation.

Consumption data
The data we receive which measures your usage over a period of time.
Contract
   Except where this is a **deemed contract**, the **contract** between you and us is made up of:
   
   • these terms and conditions
   • the **plan**, including but not limited to any conditions contained within the **contract confirmation letter**
   • any annexes, appendices, or documents referred to in these terms and conditions; and
   • any subsequent letters changing prices or other terms of your **contract**.

Contract confirmation letter
   A letter sent to a customer who has accepted our offer of a **plan**, or who has not responded to a **renewal offer letter** on or before the **notice date**. A **contract confirmation letter** confirms the prices and terms and conditions that apply.

Data Collector
   An agent appointed to provide data retrieval and/or data processing services.

Deemed contract
   Where we supply **energy** to **premises** without there being an agreed **contract** between you and us, that supply is taken under a **deemed contract** in accordance with legislation. Where there is a **deemed contract**, the **contract** between you and us is made up of these terms and conditions and our deemed prices as explained in section 1.

De-energise/de-energised
   Where an electricity supply is temporarily interrupted so that electricity cannot flow from the network to the **premises**, but it’s not permanently **disconnected**.

Disconnect/disconnected/disconnection
   The permanent removal of a meter, cabling and **service** from the property. This permanently removes the supply.

Distribution system
   The network used to transport power from the national transmission grid to customers’ **premises**.

DSR payment
   A payment made by us to you:
   
   • for the provision of emergency steps to reduce or discontinue the offtake of gas by a Gas Transporter due to a **Gas Deficit Emergency**; and
   • made in accordance with the Transportation Principal Document Section Q of the **Uniform Network Code**.

End Date
   The last date on which the current charges and/or pricing mechanism is applicable. The **end date** is shown in the **contract confirmation letter** and for **fixed price plans** on bills.

Energy
   Electricity and/or gas, as appropriate.

Excess capacity charge(s)
   The charge incurred when you exceed the **ASC** the **network operator** has agreed to make available for your **meter point(s)**.
Fixed price plan
A plan where the prices we charge for a supply of energy are fixed for a period of time. Prices on a fixed price plan can still change in certain situations - see section 9.2.

Firm Load Shedding
The reduction or discontinuance of gas at a meter point(s) as defined in the Uniform Network Code.

Gas Deficit Emergency
A network gas supply emergency as defined in the Uniform Network Code.

Good quality CHP electricity
Qualifying CCL exempt electricity in accordance with the Finance Act 2000 Schedule 6 Para 20(A), produced by CHP generation and meeting the CHPQA criteria by the Department for Environment Food and Rural Affairs.

Green Deal
A government scheme to allow premises to be fitted with energy saving improvements that are paid for through the energy bills for those premises. The extra payments on the energy bills shouldn’t be more than the money saved by having the improvements fitted.

Green Deal charges
The repayments due to a Green Deal provider.

Green Deal premises
Premises where there are outstanding Green Deal charges.

Green Deal provider
An accredited company that provides the assessment, finance and/or installation of a Green Deal.

Half hourly metering/half hourly meter
A meter and associated equipment that measures electricity consumption every half hour and sends the data electronically to your supplier.

Letter of authority
A signed letter on your business’ headed notepaper, or a verbal recording by an authorised party which grants authority for a third party intermediary to act on your behalf in relation to this contract and/or your energy supply.

Levy exemption certificate
A certificate issued by Ofgem as evidence that electricity was produced from a qualifying good quality CHP electricity or renewable electricity source and therefore is not liable for CCL.

Material breach(es)/materially breach
A breach serious enough to destroy the value of the contract and give basis for an action for breach of contract.

Meter reading
A measurement, in units of energy, recorded on a meter used to calculate consumption over time.
Meter point(s)
The point at which energy is metered prior to supply to your premises and at which ownership and risk in that energy passes to you. There may be more than one meter point(s) at each premises.

Metering Agent(s)
An agent appointed by us, including an agent appointed by us on your instruction, to provide, install, maintain or administer the metering equipment, provide data retrieval and/or data processing services or to carry out the aggregation of metering data.

Micro business
A type of small and medium enterprise which:
- employs fewer than 10 employees (or their full time equivalent) and has an annual turnover or balance sheet of less than €2,000,000; or
- uses no more than 100,000kWh of electricity a year across all its sites; or
- uses no more than 293,000kWh of gas a year across all its sites.

Network operator
The network operator(s) are the companies which manage the electricity and/or gas distribution systems that supply your premises from the grid.

Notice date
The date by which you have to tell us that you want to switch supplier at the end of your fixed price plan and avoid being moved to a variable price plan or being charged at our out of contract prices. To find the notice date, go to the ‘your plan’ section of the contract confirmation letter of your current plan, or for fixed price plans your bill.

Ofgem
The UK energy regulator, established by legislation. For more information go to ofgem.gov.uk

Out of contract prices
The prices we charge after a plan has been ended by you or us and no new plan is agreed. These prices are typically higher than our plan prices. These terms and conditions will continue to apply.

Outstanding balance
Where:
- the method of payment is pay on receipt of a bill and the balance on the account has been overdue for more than 14 days after we sent you a bill; or
- a fixed monthly Direct Debit has been set up to pay for energy, and;
  - the debit balance on the account is more than one month’s Direct Debit payment; or
  - there has been an unpaid Direct Debit in the last three months and there is a debit balance on the account.

Plan
Either a fixed price plan or a variable price plan and is our statement of charges and special conditions applicable to the supply of energy to your premises as shown in the ‘your plan’ section of the contract confirmation letter.

Premises
The location or locations which you are responsible for where we supply the services.
Prepayment meter
A meter which requires payment before supply can be taken. This includes prepayment meters, Pay-As-You-Go (PAYG) meters and smart meters in the PAYG setting.

Qualified
For electricity as defined in the Balancing and Settlement Code, and in respect of Meter Operators, also being a signatory to the Meter Operation Code of Practice Agreement. For gas, registered and approved under the Ofgem Meter Asset Manager’s Registration Scheme, details of which can be found on Ofgems website.

Reactive power charge(s)
The charge levied by the network operator when a premises uses a significant amount of unproductive power.

Registered supplier
The supplier registered as the official supplier of energy to the premises. For electricity the details are held with the Meter Point Administration Service (MPAS), for gas the details are held with Xoserve.

Renewable electricity
Qualifying CCL-exempt electricity in accordance with the Finance Act Schedule 6 Para 19, produced from renewable sources as listed in Regulation 47 of the Climate Change Levy (General) Regulations 2001.

Renewal offer letter
We’ll send you a renewal offer letter to propose pricing and other commercial terms and conditions to you after the end date of your fixed price plan, and the plan or prices that will apply if no new plan is agreed.

Responsible
For a tenant or occupier, you’re responsible for premises from the start date of your lease – or the date you occupied the premises if this is earlier. For a landlord or owner, you’re responsible for premises if there is no tenant or occupier responsible, including when the premises are vacant or a tenant has just moved out.

Security deposit
A sum of money paid to us, which forms part of your commercial terms. Security deposits are paid back when you leave us or after a set period of time when certain conditions have been satisfied.

Service/services
The supply of energy (gas and/or electricity) and other related services, such as smart metering or us routing electricity you generate to the National Grid.

Small and medium enterprise (SME)
A customer who typically has less than 20 sites and uses less than 1 GWh of electricity and/or less than 1.5 GWh of gas each year.

Smart meter/smart metering
Smart metering is a service – using specialist equipment installed onsite – through which we can take reads and consumption data from your meter remotely without visiting your premises and, in many cases, switch your energy supply on or off remotely.
Start date
The day on which the supply of energy to your premises is proposed to commence specific to a plan you agree with us.

Third party intermediary (TPI)
An energy broker or energy consultant who provides price comparison, energy contract advice and in some instances utility management to businesses. In most instances, charges for services provided to you by third party intermediaries will be included in your energy rates. Speak to your third party intermediary for more details, where applicable.

Uniform Network Code
The code of that title and all related documents comprising a set of rules to which gas market participants are required to conform, which can be found on the Joint Office of Gas Transporters website.

Variable price plan
A variable electricity plan or a variable gas plan. The prices we charge for supply of energy on a variable price plan may go up or down. We may change them at any time. A variable price plan doesn’t have an end date; 30 days’ notice is required to end the plan.

Working days
Any day except Saturdays, Sundays and public holidays in England and Wales.

Write/writing/written
Includes electronic communication where this has been consented to or where we’re responding to an email from you.
**Schedule 1b: All domestic customers**

All prices include VAT. Unit rates quoted are pence per kWh.

**Credit meter customers**

<table>
<thead>
<tr>
<th>Standard</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Standing Charge (p/day) – MDD*</td>
<td>21.903p</td>
</tr>
<tr>
<td>Daily Standing Charge (p/day) – Other Payment Methods*</td>
<td>31.500p</td>
</tr>
<tr>
<td>All units kWh – All Payment Methods</td>
<td>4.102p</td>
</tr>
</tbody>
</table>

* MDD is fixed monthly Direct Debit. Other Payment Methods include cash, cheque, variable Direct Debit and credit/debit card.
Prepayment meter customers

All prices include VAT. Unit rates quoted are pence per kWh.

|----------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
**Schedule 2b: Business customers, consumption less than 73000 kWh**

ALL PRICES EXCLUDE VAT AND CLIMATE CHANGE LEVY. ALL UNIT RATES QUOTED ARE PENCE PER KWH.

**Quarterly credit**

<table>
<thead>
<tr>
<th>Region</th>
<th>Equivalent electricity distribution company area</th>
<th>Quarterly credit Standing Charge p/day</th>
<th>Units p/kWh</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eastern</td>
<td>EDF Energy Networks (EPN)</td>
<td>102.00</td>
<td>4.39</td>
</tr>
<tr>
<td>East Midlands</td>
<td>Central Networks (East)</td>
<td>102.00</td>
<td>4.29</td>
</tr>
<tr>
<td>London</td>
<td>EDF Energy Networks (LPN)</td>
<td>102.00</td>
<td>4.58</td>
</tr>
<tr>
<td>Merseyside &amp; North Wales</td>
<td>SP Manweb</td>
<td>102.00</td>
<td>4.45</td>
</tr>
<tr>
<td>Midlands</td>
<td>Central Networks (West)</td>
<td>102.00</td>
<td>4.41</td>
</tr>
<tr>
<td>Northern</td>
<td>NEDL</td>
<td>102.00</td>
<td>4.36</td>
</tr>
<tr>
<td>North Western</td>
<td>United Utilities</td>
<td>102.00</td>
<td>4.43</td>
</tr>
<tr>
<td>Southern</td>
<td>SSE Power Distribution (Southern)</td>
<td>102.00</td>
<td>4.61</td>
</tr>
<tr>
<td>South Eastern</td>
<td>EDF Energy Networks (SPN)</td>
<td>102.00</td>
<td>4.58</td>
</tr>
<tr>
<td>North Scotland</td>
<td>SSE Power Distribution (Hydro)</td>
<td>102.00</td>
<td>4.32</td>
</tr>
<tr>
<td>South Scotland</td>
<td>SP Distribution</td>
<td>102.00</td>
<td>4.32</td>
</tr>
<tr>
<td>South Wales</td>
<td>Western Power – South Wales</td>
<td>102.00</td>
<td>4.41</td>
</tr>
<tr>
<td>South Western</td>
<td>Western Power – South West</td>
<td>102.00</td>
<td>4.66</td>
</tr>
<tr>
<td>Yorkshire</td>
<td>YEDL</td>
<td>102.00</td>
<td>4.32</td>
</tr>
</tbody>
</table>
**Schedule 2c: Business customers, consumption 73000 kWh or more**

4.56/kWh with a standing charge of 452.00 pence per day

**NOTE: All prices exclude VAT and Climate Change Levy.**