

General Terms and Conditions

Domestic Customers Only

Applicable from January 2017
(Version 5.0)

Where we are supplying you with gas, we will do so as PFP Energy Limited (a limited liability company registered in England and Wales with company number 8994981), which is authorised by Ofgem to do so as holder of a gas supply licence.

Where we are supplying you with electricity, we will do so as PFP Energy Supplies Limited (a limited liability company registered in England and Wales with company number 9135694), which is authorised by Ofgem to do so as holder of an electricity supply licence.

Both these companies are 100% subsidiaries of PFP Energy Holdings Limited (337944) and their registered address is 2, Edward VII Quay, Navigation Way, Ashton-on-Ribble, Preston, PR2 2YF.

If you have any questions about these terms and conditions, please contact us at termsandconditions@pfpenergy.co.uk.

1 Your Contract With Us

1.1 By asking for us to supply Energy to the Address, you are agreeing to the Contract, including the General Terms.

1.2 The supply of Energy under the Contract includes:

- (i) us (or you, if we ask you to) taking or accessing Meter readings; and
- (ii) unless we agree in writing that you can provide the Meter, us providing a Meter.

1.3 The standards of service that apply under the Contract are the Guaranteed Standards of Service that apply to all energy suppliers. You can find these at www.pfpenergy.co.uk or ask for a copy by contacting us at hello@pfpenergy.co.uk or writing to our correspondence address:

PFP Energy
Edward VII Quay,
Navigation Way,
Ashton-on-Ribble
Preston, PR2 2YB

1.4 If you have any complaint about the services provided under the Contract you should in the first instance write to us at our correspondence address (set out at paragraph 1.3), contact us by e-mail at hello@pfpenergy.co.uk or telephone us on 01772 395777.

Our complaints process is available on our website at www.pfpenergy.co.uk/complaints

1.5 Where we are unable to resolve the matter to your satisfaction you may refer the complaint to the Energy Supply Ombudsman at:

Ombudsman Service, Energy
PO Box 966
Warrington
WA4 9DF
Phone: 0330 440 1624
Fax: 0330 440 1625
Text phone: 0330 440 1600
E-mail: enquiries@os-energy.org
Web: www.ombudsman-services.org/energy

1.6 We may check your credit rating with a credit reference agency and depending on the results of this we may:

- (i) require you to provide a Security Deposit before we start to supply Energy to the Address;

- (ii) specify the payment method by which you must pay the Charges, which may include advance payment through a prepayment Meter; and/or

- (iii) provide information to credit referencing agencies if you do not pay your bills and this may affect your credit rating

2 Safety and Emergencies

2.1 If you suspect a gas or carbon monoxide emergency, or if a pipeline is struck (even if no gas leak has occurred), you should call the National Gas Emergency Service 24 hours a day on 0800 111 999 (calls are recorded and may be monitored).

2.2 You should let your local Network Operator know if you suspect an electrical emergency or you are aware of any matter or incident that may:

- (a) cause a danger or need urgent attention; or
- (b) risk continued operation of the electricity distribution network, for example a fallen power line.

The numbers for Network Operators are:

- East Midlands - Central Networks : 0800 056 8090
- Eastern Region - EDF Distribution: 0800 783 8838
- London - EDF Distribution: 0800 028 0247
- Manweb - ScottishPower: 0845 272 7999
- Midlands - Central Networks : 0800 328 1111
- Northern Electric - NEDL : 0800 668 877
- Norweb - United Utilities : 0800 195 4141
- Scottish Power - ScottishPower : 0845 272 7999
- Scottish Hydro-Electric - S&SE : 0800 300 999
- Seeboard - EDF Distribution: 0800 783 8866
- Southern Electric - S&SE: 08457 708 090
- South Wales - Western Power Distribution: 0800 052 0400
- South West - Western Power Distribution: 0800 365 900
- Yorkshire Electricity - YEDL : 0800 375 675

2.3 You must let us and your Network Operator know immediately if you suspect a gas leak or any damage to the Meter which could cause danger or put at risk the safe supply of Energy. Contact details are provided on our website www.pfpenergy.co.uk

2.4 We may cut off, restrict or impose conditions on your Energy supply, including how you use Energy, if:

- (i) we have to do so by law or in an emergency,
- (ii) we are told to do so by Ofgem or the Network Operator or,
- (iii) something over which we have no control prevents us from supplying Energy to you.

2.5 You must not use the Energy supplied in any way or for any purpose which:

- (i) is a criminal offence;
- (ii) causes or is likely to cause damage to any person or property; or
- (iii) interferes or is likely to interfere with any equipment or property (whether located at the Address or elsewhere).

2.6 We can restrict the supply of Energy if we think you are using it in an unsafe way, or if we are required to do so by law or by any regulator.

3 Definitions

Address means the address, identified in the Welcome Letter, to which we supply Energy.

Additional Charges means any charges that are not included in the Regular Charges.

Agent means any person we have authorised to act on our behalf, including to provide a Meter, to cut off the supply of Energy to the Address, and to enter into the Contract with you.

Charges means any charges or payments that are payable by you to us under and in accordance with the Contract.

Confirmation Letter means a letter we send you which confirms either a tariff or change to a customer account. This may include the "Statement of Renewal Terms" that we are required to prepare in accordance with our supply licences.

Contract means your contract with us for the supply of Energy to the Address, which comprises these General Terms, the Welcome Letter, any Confirmation Letter and the relevant Charges which apply.

Contract Start Date means the date on which the Contract is entered into by you and us (and becomes a legally binding agreement).

Cooling Off Period the 14 calendar day period specified within your welcome letter and welcome pack. During this period the contract can be cancelled and the request to switch Energy supply to us will be cancelled and no longer progressed.

Deemed Contract has the meaning given in paragraph 6.1 of these General Terms.

Direct Debit means an automated payment collected by us from your bank or building society account in accordance with your instruction to the bank or building society.

Energy means electricity and/or gas as determined by the Contract.

General Terms means these general terms and conditions.

Last Resort Supply Direction means a direction issued by Ofgem requiring another supplier to supply Energy to the Address.

Licences are the licences which are held by PFP Energy, this include Electricity Supply, Gas Supply & Gas Shipper licences.

Meter means the meter (or meters) at the Address which records the quantity of Energy supplied to the Address, any equipment or apparatus associated with the meter, and any ancillary device (located at the Address) which is capable of communicating with the meter; and references to a Meter also includes references to any part of a Smart Meter (where appropriate).

Network Operator means the relevant company that owns and/or operates the gas and/or electricity distribution system that delivers the gas and/or electricity to the Address.

Notice of Amendment means the notice we will send before we amend the Contract without your consent, either by way of an increase in Charges or in any other way which is not to your advantage.

Prepayment Meter means a Meter which requires you to pay Charges in advance (it is also known as a 'pay as you go' meter) and which may be adjusted to recover outstanding Charges too.

Registered Supplier means the supplier responsible for the supply of Energy to the Address in accordance with the relevant industry code or agreement.

Regular Charges means Charges that are directly related to the supply of Energy and are encompassed within the (a) standing charge, and (b) unit rate or 'time of use' rate that apply in

respect of the tariff applicable under the Contract, but do not include any Additional Charges, Security Deposit or Termination Fee.

Security Deposit means an amount of money we might ask you, in some situations, to give as security for the payment of Charges for us to draw on if you do not pay the Charges. All Security Deposits are held in a separate and protected account.

Smart Meter means :

(i) a Meter that can (either itself or by virtue of a device that is associated or ancillary to the meter) send and receive information, including information about the quantity of Energy supplied, through an electronic communications network, plus

(ii) any equipment, apparatus or device associated with or ancillary to the Meter. On switching, customers may lose the settings and functionality of their Smart Meter.

Tariff is the tariff which applies to the Contract. A list of our current prices for our tariffs and other charges can be found at www.pfpenergy.co.uk Our current tariffs are:

(a) Fixed Tariff, where the Regular Charges applicable under the Contract are fixed for a specified period of time

(b) Standard Variable Tariff, where the price per unit is dependent on the base rate of the Bank of England. If the rate goes up, then so do energy prices, but similarly if the rate decreases then users will benefit from lower fuel costs.

(c) Deemed Tariff means the tariff that applies under a Deemed Contract.

Termination Fee means a sum of money or other compensation that we may demand from you under the Contract if you end the Contract before the end date of any applicable fixed term.

Welcome Letter means the letter we may send to you (by post or e-mail) to confirm the terms and conditions of the Contract which are not set out in these General Terms.

Working Day means any day other than a Saturday, a Sunday or a bank holiday.

4 Conditions of Supply

4.1 You confirm that:

- (i) you are either the owner or occupier of the Address (or have the authority to act as an agent for the owner or occupier of the Address);
- (ii) the Address is a single premises which is, or will be by the supply start date, connected through a Meter at the Address to the gas and/or electricity network of the Network Operator;
- (iii) the Energy will be used at the Address wholly or mainly for domestic use.

4.2 We do not have to supply Energy to your Address under the Contract if:

- (i) any the requirements of paragraph 4.1 are not met;
- (ii) your previous supplier prevents us from doing so;
- (iii) the supply of Energy to the Address has been cut off and we are not required by law to reconnect it;
- (iv) you have not, within a reasonable time of us asking you to do so, paid a Security Deposit; or
- (v) it is not reasonable in all the circumstances for us to supply Energy to the Address (including for example where you have a debt with your existing supplier and we do not

agree to the transfer of that debt to us).

4.3 We may ask you to provide a Security Deposit in connection with the start of the Contract. If you do not provide this Security Deposit when we ask, we may cancel the Contract and/or stop supplying Energy to the Address.

5 Contract Start Date

5.1 The Contract Start Date will be the date on which you:

- (i) confirm your acceptance of the Contract – you can accept the Contract through our web-site application process or on the telephone with us; or
- (ii) start to take a supply of Energy at the Address without accepting the Contract in line with paragraph 5.1 (i) (this will be a Deemed Contract where we are alerted to the fact).

6 Deemed Contract

6.1 The Contract is a Deemed Contract where:

- (i) we are the Registered Supplier for the Address, you are the owner or the occupier of the Address and paragraph 5.1 (ii) applies; or

6.2 Where we supply Energy to the Address under a Deemed Contract:

- (i) the Tariff that applies is our Deemed Tariff (further details about our Deemed Tariff are available at www.pfpenergy.co.uk);
- (ii) the payment method by which you will be required to pay Charges will be payment on receipt of a bill or, where the meter at the Address is a Prepayment Meter and if we are able to support it, by prepayment through the Meter.

6.3 Where the Contract is a Deemed Contract it will continue to apply until:

- (i) you start to receive a supply of Energy, either from us or from another supplier, under a contract with us or with that other supplier; or
- (ii) the supply of Energy to the Address is cut off (for example because you have failed to pay Charges or no longer need a supply).

7 Supply Start Date For Fixed And Standard Variable Contracts

7.1 Where we are the Registered Supplier at the Address on the Contract Start Date, we will start to supply Energy to the Address from the date that you first take a supply of Energy at the Address on or after the Contract Start Date.

7.2 Where we are not the Registered Supplier at the Address on the Contract Start Date, we will aim to start to supply Energy to the Address by no later than 21 calendar days from the receipt of your request for us to supply energy, unless

- (i) you tell us that you want us to supply Energy from a later date;
- (ii) you tell us during the Cooling Off Period, before we start to supply Energy to the Address, that you do not want us to start to supply Energy to the Address;
- (iii) your current supplier prevents us from starting to supply Energy to the Address by objecting to the transfer;
- (iv) we have taken steps to obtain but do not have all the information we need to be able to start supplying Energy to the Address by the relevant date; or

(v) we are unable to start supplying Energy to the Address by the relevant date for reasons which are outside our control (for example, if Ofgem, or something you do, prevents us from doing so).

7.3 The first Meter reading we will use for determining the amount of Energy used at the Address from the supply start date will be either:

- (i) an actual Meter reading taken by you or us on (or within 5 calendar days of) the date we start to supply Energy to the Address where that meter reading is validated under the applicable industry procedures; or
- (ii) where an actual Meter reading is not taken or is not validated, an estimated Meter reading based on the information available to us.

7.4 Where we are not the Registered Supplier on the Contract Start Date:

- (i) you remain responsible for any charges or fees that may be due to your current supplier until we start supplying Energy to you; and
- (ii) by entering into the Contract you give consent for us to:
 - (a) obtain from your current supplier any information we may need to start to supply Energy to the Address; and/or
 - (b) recover from you any charges that you owe to your current supplier for the supply of Energy and which charges we have agreed to be transferred to us under the Debt Assignment Protocol.

7.5 In the event of any erroneously transferred meter we reserve the right to recover costs either from you or your incumbent supplier

8 Your Rights Of Cancellation During the Cooling Off Period

8.1 You may cancel the Contract at any time within the Cooling off Period by sending an e-mail to us at coolingoff@pfpenergy.co.uk. To do this, you must provide details of the Address and any contract reference number or other supporting information to help us identify the Contract and process the cancellation quickly and efficiently.

8.2 Where we are the Registered Supplier at the Address at the Contract Start Date and you cancel the Contract in accordance with paragraph 8.1, if another energy supplier does not become the Registered Supplier at the Address by the end of the Cooling Off Period and you take a supply of Energy at the Address there will be a Deemed Contract between you and us (see Section 6).

9 Our Prices And Charges

9.1 You agree to pay the Charges.

9.2 The Charges will be determined by the applicable Tariff, which will be:

- (i) the Tariff set out in the Welcome Letter – please note that the Charges may be amended in accordance with the Contract;
- (ii) the Charges set out in the Confirmation Letter, if you've moved on to a new contract (e.g. at an anniversary of the Contract Start Date); or
- (iii) the Deemed Tariff, if you come to the end of a fixed term tariff and have not chosen one of our other then-current tariffs.

9.3 Our Regular Charges are based on the Energy consumed at

the Address according to the volumes recorded and measured by the Meter (so long as the Meter is in good and proper working order) and calculated by a meter reading (either an estimated or an actual meter reading to be taken by us, our Agents or you).

9.4 Our Regular Charges are calculated with reference to the rate of the daily standing charge that applies under the applicable tariff, plus either:

- (i) the single unit rate charge that applies under the applicable tariff in respect of every single unit (kilowatt hour) of Energy supplied to the Address and expressed as pence per kilowatt hour; or
- (ii) the different unit rate charge that applies under the applicable tariff in respect of any unit (kilowatt hour) of Energy supplied to the Address during the period of time for which the different unit rate applies (known as 'time of use' unit rate).

9.5 We may also recover from you any applicable Additional Charges. You can get further details of our Charges online at www.pfenergy.co.uk

9.6 All Charges are subject to VAT (at the applicable rate) and any other applicable taxes or duties as detailed on each bill or statement that we send to you.

10 Payment Method (And Changing Payment Method)

10.1 You must pay the Charges in accordance with the payment method set out in the Welcome Letter. The payment method that applies may be determined by the applicable Tariff.

10.2 Where you fail to pay Charges in accordance with the agreed payment method we may change the payment method without your consent, and in turn this may affect your Tariff.

10.3 Where the payment method is by fixed monthly Direct Debit:

- (i) the monthly amount to be collected will be the one set out in the Welcome Letter (or Confirmation Letter, as applicable). This is the appropriate fixed amount which we have determined with reference to (a) the applicable tariff, (b) either historic or estimated likely consumption, and (c) any Charges which remain outstanding on your account;
- (ii) If you are joining us through the winter months, your Direct Debit may be set at 25% higher (than your standard monthly payment amount) to cover the additional usage until spring, when it will return to a recommended Direct Debit amount.
- (iii) we may change the amount collected to ensure that it reflects the available and updated consumption information and will notify you of any such change before collecting a Direct Debit of the new amount;
- (iv) if you do not provide Direct Debit information (within 10 days) or if we have been unable to collect a Direct Debit amount on at least 2 occasions, we may change your tariff to reflect a new payment method which could be subject to higher charges, by giving you at least 10 working days notice of the change;
- (v) we will act in accordance with the Direct Debit Guarantee; and
- (vi) the Direct Debit discount that applies will reflect whether you are a single fuel or dual fuel customer.

10.4 Where you are on a Contract where you pay Charges on receipt of a bill:

- (i) you must pay the amount due within 14 calendar days of

the date of the bill; and

(ii) you may at any time request a different payment method and where we are able to accommodate your request we will notify you of any changes to the Contract that may result from the change in payment method.

11 Non Payment Of Charges

11.1 If:

- (i) we have sent you a bill or statement asking you to pay Charges,
- (ii) you have failed to pay the Charges within 14 calendar days of the date of the bill or statement or you have failed to pay by Direct Debit, and
- (iii) the Charges due are not the subject of a genuine dispute, we will seek to agree a payment plan which will take into account your ability to pay the outstanding Charges.

11.2 If you do not agree to a repayment plan (or if you do not comply with it), we make take any of the following actions:

- (i) engage a third party debt collection agency to recover the outstanding Charges, including through the courts if required;
- (ii) after giving you at least 7 calendar days' notice:
 - (a) replace the Meter with a Prepayment Meter or switch the Meter to operate as a Prepayment Meter;
 - (b) calibrate the Prepayment Meter to recover the outstanding Charges; and/or
 - (c) change the payment method and/or the Tariff applicable under the Contract, including to reflect payment in advance by Prepayment Meter;
- (iii) cut off the supply of Energy to the Address;
- (iv) charge interest at 3% above the prevailing Bank of England base rate on the unpaid Charges;
- (v) recover from you, as Additional Charges, all costs we incur in recovering the unpaid Charges;
- (vi) provide information about your non-payment to credit reference agencies which may affect your credit score;
- (vii) prevent you from transferring to another Energy supplier.

11.3 You are responsible for making sure that you can pay your Direct Debit payment on time. If you fail to do so, we may raise an Additional Charge on your account (up to a maximum of £25). Where there has been a genuine dispute about any amount you must pay at least the amount you agree you owe. When we have settled the matter, we will adjust the bill as appropriate.

11.4 You must let us know as soon as possible if you are having difficulty in paying the Charges. Where we are aware that you are having difficulty in paying the Charges we will provide help and assistance where we can.

11.5 If you do not make any payment when due, (in addition to any other rights we have) we may ask for a Security Deposit. If you do not provide the Security Deposit, we may stop supplying Energy to the Address.

12 Changing The Contract

12.1 We may change the terms of the Contract to take account of:

- (a) changes in industry agreements or our supply licences;
- (b) changes in any law, regulations, standards, codes of

practice or industry guidelines that affect our supply of Energy to you;

(c) any order or judgement by the government, Ofgem or other relevant authority or

(d) any changes to transportation or distribution charges.

These changes will take effect as soon as we notify you in writing.

12.2 If we increase the Charges or change the Contract in any way that puts you at a disadvantage, we will let you know immediately. Except where clause 12.1 applies, the increase in our Charges will not affect the price you pay for each unit of Energy if:

(i) you are on a Fixed Tariff;

(ii) you let us know, within 20 Working Days of us telling you about the increase, that you want to end the Contract and you arrange for another supplier to supply Energy to the Address; or

(iii) we receive notice from the other supplier within 15 Working Days of the day you give us notice that you want to end the agreement. However if you owe us any amount, we may object to the transfer, and if you do not pay the outstanding amounts within 30 Working Days of us telling you we intend to block the transfer, the change we are making will then apply.

12.3 if you give us permission, we can add another name to the Contract (for example, if another person becomes jointly responsible for paying the Charges). Please note that we cannot make that person pay the Charges unless they agree to it and tell us themselves, in which case the Contract will be automatically changed to make them a party to it.

12.4 If you are not using the Energy we supply for domestic purposes, or if you use more than 73,200kWh of gas per year, we can automatically move you onto what we consider is the most appropriate non-domestic Tariff we offer, and the terms and condition of that Tariff will apply instead of this Contract.

12.5 If you are on our Standard Variable Tariff (or any other variable tariff) and we withdraw it from new and renewing customers, we may move you on to a new Tariff that is open to new and renewing customers, so long as:

(i) the tariff is at least as cheap as your current Tariff; or

(ii) if the tariff is not as cheap as your current Tariff, we have let you know in writing at least 30 calendar days before the change happens and given the principal terms of that alternative tariff. If your prices would rise or any of the new terms put you at a disadvantage in comparison with the withdrawn tariff you will have the right to terminate the contract before the alternative tariff takes effect, if you take the steps set out in Section 13.

13 Ending The Contract Early

13.1 The Contract will come to an end:

(i) on the date that you stop owning or occupying the Address if you give us at least 2 Working Days' notice of that date; or

(ii) where you do not give us such notice, on the earlier of:

(a) the date that is 2 Working Days after you have given us notice that you have stopped owning or occupying the Address; or

(b) the date that another person starts to take a supply of

Energy at the Address.

13.2 The Contract will end with immediate effect:

(i) from the date that a Last Resort Supply Direction given to another supplier in respect of the Address takes effect;

(ii) from the date that we no longer hold a the relevant Energy supply licence;

13.3 Where the Tariff is a Standard Variable Tariff, you may end the Contract at any time by giving us at least 28 calendar days' notice in writing but such notice will not apply (a termination fee may be applicable):

(i) if on or before the date the Contract is due to end:

(a) another energy supplier has not started to supply Energy to the Address; or

(b) the supply of Energy to the Address has been cut off (for example because you no longer need a supply); or

(ii) where we prevent you from transferring to another Energy supplier because you have failed to pay Charges due under the Contract (including where applicable a Termination Fee).

13.4 We may end the Contract:

(i) with immediate effect if you:

(a) are in material breach of the Contract; or

(b) are unable to pay your debts;

(ii) at any time by giving you at least 28 calendar days' notice.

13.5 You continue to be responsible and pay for the supply of Energy at the Address until the date that the Contract ends.

13.6 Where you end the Contract you may be required to pay a Termination Fee as set out, or determined in accordance with the calculation set out in, the Welcome Letter, except where:

(i) the Contract is a Deemed Contract;

(ii) the Tariff is a Standard Variable Tariff; or

(iii) we are required to give a Notice of Amendment.

13.7 Where we do not have an actual Meter reading for the purposes of calculating the Charges payable to the end date of the Contract we will:

(i) send you a final bill which is based on an estimated meter reading; and

(ii) revise the final bill if you are later able to provide us with or we can otherwise obtain an accurate actual meter reading which was taken on the end date of the Contract.

14 Disconnection

14.1 We may cut off the supply of Energy to the Address where:

(i) you have not paid any Charges that we have asked you to pay by the date they were due to be paid;

(ii) you are in material breach of the Contract;

(iii) we reasonably believe that the Meter has been damaged or interfered with and the damage or interference is not caused by us or our Agents;

(iv) we are required to do so by any law, licence, code or agreement.

14.2 If we cut off the supply of Energy under paragraph 14.1, you must pay any other Additional Charges that may apply:

(i) our reasonable costs incurred in cutting off the supply of Energy to the Address; and

(ii) our reasonable costs incurred in reconnecting the supply of Energy to the Address.

15 Metering Equipment

15.1 You must take all reasonable steps to ensure that the Meter is kept safe and is not damaged or interfered with and inform us immediately if you believe that the Meter (or any part of it) is dangerous or faulty or has been damaged or interfered with.

15.2 You may have your own Meter installed. If you do so, you must ensure that it is one we are able to support and read the Meter. We will not be responsible for repairing or maintaining any Meter that we have not installed.

15.3 If you make any changes to your property that result in the Meter you have no longer being suitable, we may charge you for any work needed to install a suitable Meter.

15.4 Where any Meter is damaged or interfered with by reason of you failing to comply with paragraph 15.2, you may be liable to pay Additional Charges.

15.5 Where you have requested to pay Charges in advance through a Prepayment Meter and the existing Meter at the Address is not a Prepayment Meter, we will:

(i) install, or convert the existing meter to, a Prepayment Meter if we reasonably can; and

(ii) recover our reasonable costs of doing so as Additional Charges.

15.6 If you believe that any part of the Meter that we have provided is faulty, you may request that it be tested. If a fault is found, the Charges will be adjusted appropriately. However you may be charged the testing costs incurred by us and/or our Agents if no fault is found.

15.7 To help us ensure that the Charges are accurate, we ask that you provide us with Meter readings at least twice a year. We will try to ensure that we (or our Agents) read your meter at least once a year. If we do not have an actual reading, we will estimate your usage based on previous usage at the Address and/or average usages patterns in similar premises.

15.8 Where we have provided the Meter (which may be through an Agent) we (or our Agent) will carry out a safety inspection of the Meter at least every 2 years.

15.9 If you have a non-standard Meter (for example a gas meter that is bigger than the ones we usually install or a polyphase meter for electricity) at the Address, we may require you to pay Additional Charges to cover the extra costs of providing the Meter.

16 Access

16.1. Our meter readers must have easy access to;

(i) take Meter readings;

(ii) inspect the Meter;

(iii) install, test, replace or re-position the Meter (or any part of it);

(iv) cut off the supply of Energy to the Address (where we are able to do so under the Contract); or

(v) reconnect the supply of Energy to the Address.

The meter must also be in a safe, secure and weatherproof position. If it is not, or is not easy to access, you must provide a suitable position and allow us to move the meter.

You agree to pay our reasonable costs for moving the meter unless the unsuitable position was our fault or you have a prepayment meter and are of state pension age, disabled, or chronically sick.

16.2 Where you do not permit us (or our Agents) to access the Address, we may exercise any legal right that we have to access the Address for any of the above purposes, which may result in accessing the Property under a warrant.

16.3 We will, where possible, give reasonable advance notice to you of the access required.

17 Your Information

17.1 We are committed to protecting your personal information. Our privacy policy gives you more information about how we use your personal data, and both you and we agree that we use your personal information in line with this policy. You can see it at www.pfpenery.co.uk/privacypolicy. We will tell you if we significantly change the information we ask for or the way we use it.

18 Our Liability

18.1 If our negligence causes death or personal injury, or if we are fraudulent, we will be liable for all costs and losses suffered as a result of our negligence.

18.2 We will not be liable to you for:

(i) any loss incurred due to circumstances outside of our reasonable control;

(ii) any economic loss or damage (for example, loss of profit or anticipated profit, income, use, goodwill, contract or business);

(iii) any loss which was not or could not be reasonably anticipated by you or us when the Contract was entered into (even if we, or our agents, did not comply with the Contract or were negligent); or

(iv) any loss or damage arising from any interruption in or to the supply of Energy (including loss of or damage to food or the costs of repairing, rectifying or reinstalling the operations of any computer or telephone or other electronic systems).

18.3 Where we are liable for any loss or damage caused as a result of our failure to comply with the Contract or our negligence, our liability to you will, be limited to £1,000,000 for each event (or series of connected events) in any 12 month period.

18.4 If you are caused loss or damage by a Network Operator, our liability to you will not exceed the amount that we are entitled to recover from the Network Operator on your behalf.

18.5 The Contract does not exclude any liability that we cannot exclude by law.

19 General

19.1 We may transfer, subcontract, assign or novate any or all of our rights (including the right to recover the Charges) or obligations under the Contract without your consent but this will not affect your rights under the Contract.

19.2 You may not transfer the Contract, or any of your rights and responsibilities under it, without first obtaining our written consent.

19.3 If we do nothing, or delay taking action, when you breach

the Contract, e.g. by failing to pay the Charges when due, we will still be entitled to take prompt action to enforce a similar (or any) subsequent breach of the Contract by you.

19.4 Any notice which we give to you (or you give to us) in writing must be sent by e-mail or post. Any notice you give us in writing must be sent to our address as set out in these terms (or any new address we notify to you) and any notice which we give to you must be sent to the address you have given us (or any new address you may notify to us).

19.5 A notice sent by post will be treated as being received in the second Working Day after it is posted. A notice sent by e-mail or hand delivered will be treated as being received on the actual day of receipt if it is received before 5.00pm on a Working Day or otherwise on the following Working Day.

19.6 Any action we take in accordance with our supply licences or other relevant laws will not be treated as a breach by us of the Contract and nothing in the Contract will limit or affect our rights or powers under our supply licences or other relevant laws.

19.7 If any part of the Contract is declared invalid by a court or regulatory authority, the validity of the rest of the Contract will not be affected.

19.8 The laws of England and Wales will apply to the interpretation of the Contract and any disputes will be dealt with by the courts of England and Wales, unless the application of Scottish law (or enforcement through the Scottish courts) is required because of the location of the Address.

20 National Terms Of Connection

20.1 If we supply you with electricity under this agreement, you are also entering in to a standard agreement for your electricity with your local electricity Network Operator. There is no similar agreement for gas.

20.2 We are 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 in to this agreement and it effects your legal rights The NTC is a legal agreement. It sets out rights and duties for the connection where your Network Operator delivers electricity to or accepts electricity from, the property or business. If you want a copy of the NTC or have any questions surrounding this please write to:

Energy Networks Association
6th Floor
Dean Bradley House,
52 Horseferry Road
London
SW1P2AF