

General Terms and Conditions

Domestic Customers Only

Applicable from August 2019
(Version 6.0)

1 Your Contract With Us

- 1.1 Where we are supplying you with Energy, 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 both the electricity and gas supply license
- 1.2 PFP Energy Supplies Limited is a 100% subsidiary of PFP Energy Limited (8994981) and their registered address is Unit 2, Edward VII Quay, Navigation Way, Ashton-on-Ribble, Preston, PR2 2YF.
- 1.3 If you have any questions about these terms and conditions, please contact us at hello@pfpenergy.co.uk.
- 1.4 By asking for us to supply Energy to the Address, you are agreeing to the Contract, including these General Terms.
- 1.5 The supply of Energy under the Contract includes:
- 1.5.1 us (or you, if we ask you to) taking or accessing Meter readings; and
- 1.5.2 us providing a Meter.
- 1.6 You may nominate an authorised representative to deal with your account on your behalf provided that you complete our request for authorisation. This representative may be referred to as a 'secondary contact'. Please note that you will be responsible for any changes that your authorised representative makes to your account.
- 1.7 You must ensure your contact details (including email address and mobile phone number) are kept up to date. We will use these details to contact you with information about your account.

2 Safety and Emergencies

- 2.1 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:
- 2.1.1 cause a danger or need urgent attention; or
- 2.1.2 risk continued operation of the electricity distribution network, for example a fallen power line.
- 2.2 We have provided a list of Network Operators and the regions they cover including their contract details on our website, which you can visit here: <https://pfpenergy.co.uk/app/uploads/2019/08/Domestic-Distribution-Network-Operators.pdf>.
- 2.3 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).
- 2.4 We may cut off, restrict or impose conditions on your Energy supply, including how you use Energy, if;
- 2.4.1 we have to do so by law or in an emergency; and/ or
- 2.4.2 we are told to do so by Ofgem or the Network Operator or, 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:
- 2.5.1 is a criminal offence;
- 2.5.2 causes or is likely to cause damage to any person or property; or
- 2.5.3 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 from your Contract Start Date. During the cooling off period, you have a legal right to change your mind.

Deemed Contract is a contract that you have not actively agreed with us, but exists between you and us automatically because you are taking a supply.

Default Tariff is the Standard Variable Tariff that increases or decreases with the market.

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 outlined in this document.

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 Supplies Limited, 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 Exit 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:

- a) 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
- b) 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:

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

<p>d) Standard Variable Tariff, where the price per unit may fluctuate over a period of time dependant on market conditions. If the rate goes up, then so do energy prices, but similarly if the rate decreases then users will benefit from lower fuel costs.</p> <p>Exit 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.</p> <p>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.</p> <p>Working Day means any day other than a Saturday, a Sunday or a bank holiday in England and Wales.</p> <p>4 Conditions of Supply</p> <p>4.1 You confirm that:</p> <p>4.1.1 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);</p> <p>4.1.2 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;</p> <p>4.1.3 the Energy will be used at the Address wholly or mainly for domestic use.</p> <p>4.2 We do not have to supply Energy to your Address under the Contract if:</p> <p>4.2.1 any of the requirements of paragraph 4.1 are not met;</p> <p>4.2.2 your previous supplier prevents us from doing so;</p> <p>4.2.3 the supply of Energy to the Address has been cut off and we are not required by law to reconnect it;</p> <p>4.2.4 you have not, within a reasonable time of us asking you to do so, paid a Security Deposit; or</p> <p>4.2.5 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).</p> <p>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.</p> <p>5 Contract Start Date</p> <p>5.1 The Contract Start Date will be the date on which you:</p> <p>5.1.1 confirm your acceptance of the Contract – you can accept the Contract through our web-site application process, telephone agreement, a price comparison website or via one of our sales Agents; or</p> <p>5.1.2 start to take a supply of Energy at the Address without accepting the Contract in line with paragraph 5.1.1 (this will be a Deemed Contract).</p> <p>5.2 Before the Contract Start Date we may check your credit rating with a credit referencing agency and depending on the results of this we may:</p> <p>5.2.1 require you to provide a Security Deposit before we start to supply Energy to the Address; and</p> <p>5.2.2 specify the payment method by which you must pay the Charges, which may include advance payment through a Prepayment Meter.</p> <p>6 Deemed Contract</p> <p>6.1 The Contract is a Deemed Contract where we are the Registered Supplier for the Address, you are the owner or the occupier of the Address and paragraph 5.1.2 applies; or</p> <p>6.1.1 You are on a Fixed Tariff and on the date that your Fixed Tariff expires you have not:</p> <p>(a) agreed a new Fixed Tariff period with us;</p> <p>(b) switched to a different Energy supplier; or</p> <p>(c) asked us to stop supplying Energy to your Address.</p>	<p>6.2 Where we supply Energy to the Address under a Deemed Contract:</p> <p>6.2.1 the Tariff that applies is our Deemed Tariff (further details about our Deemed Tariff are available at www.pfenergy.co.uk);</p> <p>6.2.2 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;</p> <p>6.2.3 you will be responsible for paying all outstanding charges under your Deemed Contract. Before you switch to another supplier, we may tell you that we object to the switch if you have not paid all outstanding charges.</p> <p>6.3 Where the Contract is a Deemed Contract it will continue to apply until:</p> <p>6.3.1 you sign up to a fixed or variable plan with us, or if you switch to another supplier, or</p> <p>6.3.2 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).</p> <p>7 Supply Start Date For Fixed And Standard Variable Contracts</p> <p>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.</p> <p>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</p> <p>7.2.1 you tell us that you want us to supply Energy from a later date;</p> <p>7.2.2 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;</p> <p>7.2.3 your current supplier prevents us from starting to supply Energy to the Address by objecting to the transfer;</p> <p>7.2.4 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</p> <p>7.2.5 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).</p> <p>7.2.6 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).</p> <p>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:</p> <p>7.3.1 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</p> <p>7.3.2 where an actual Meter reading is not taken or is not validated, an estimated Meter reading based on the information available to us.</p> <p>7.4 Where we are not the Registered Supplier on the Contract Start Date:</p> <p>7.4.1 you remain responsible for any charges or fees that may be due to your current supplier until we start supplying Energy to you; and</p> <p>7.4.2 by entering into the Contract you give consent for us to:</p> <p>(a) obtain from your current supplier any information we may need to start to supply Energy to the Address.</p> <p>8 Your Rights Of Cancellation During the Cooling Off Period</p> <p>8.1 You may cancel the Contract at any time within the Cooling off</p>
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- Period (see the definition in paragraph 3) by sending your request in writing either by e-mail at hello@pfpenery.co.uk or by post. 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 we reserve the right to operate a Deemed Contract between you and us (see paragraph 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:
- 9.2.1 the Tariff set out in the Welcome Letter – please note that the Charges may be amended in accordance with the Contract;
- 9.2.2 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);
- 9.2.3 the Deemed Tariff, if you are on a Deemed Contract (see paragraph 6.1); or
- 9.2.4 the Standard Variable Tariff if you are on a Fixed Tariff and on the date that your Fixed Tariff expires you have not:
- (a) agreed a new Fixed Tariff period with us taking effect on the day after your previous Fixed Tariff period expires;
- (b) switched to a different Energy supplier; or
- (c) asked us to stop supplying Energy to your Address.
- 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:
- 9.4.1 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
- 9.4.2 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). In practice, this would be in reference to an 'Economy 7' Meter.
- 9.5 If you have opted in to receive your bills in paper form, we reserve the right to send other non-bill related communications via electronic means, where this is not possible we reserve the right to alter the frequency of such communications.
- 9.6 When we issue you a bill we can only seek to recover Charges for the Energy which we supplied to you in the last 12 months, unless:
- 9.6.1 we did not receive accurate Meter readings for the Address; or
- 9.6.2 you have in any way acted in an obstructive or manifestly unreasonable way; or
- 9.6.3 any other circumstances specified by Ofgem.
- 9.7 We may also recover from you any applicable Additional Charges. You can get further details of our Charges online at www.pfpenery.co.uk.
- 9.8 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:
- 10.3.1 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;
- 10.3.2 throughout the winter months, we reserve the right to amend your Direct Debit to 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. 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;
- 10.3.3 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 3 Working Days' notice of the change;
- 10.3.4 we aim to review your account at least once every 6 months, which may result in your monthly payment amount changing. The revised payment amount will reflect your annual usage and your current balance. You will be notified of any change;
- 10.3.5 we will act in accordance with the Direct Debit Guarantee; and
- 10.3.6 the Direct Debit discount that applies will reflect whether you are a single fuel or dual fuel customer and will reflect the conditions of your Tariff.
- 10.4 Where you are on a Contract where you pay Charges on receipt of a bill:
- 10.4.1 you must pay the amount due within 14 calendar days of the date of the bill; and
- 10.4.2 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 Charges to the Contract that may result from the change in payment method.
- 11 **Refunds**
- 11.1 To be eligible for a refund of a credit balance on your account, your account with us must be older than 6 months.
- 11.2 If you would like a refund, we must have received a Meter reading in the last 3 months. If a Meter reading is unavailable, we will request an up to date Meter read from you.
- 11.3 As soon as you request a refund from us, we will review the amount you pay via Direct Debit to ensure all Energy usage is covered and to confirm the credit balance on the account is accurate.
- 11.4 If you are a current customer paying by Direct Debit and request a refund of a credit balance on your account, we will refund the balance less 2 month's Direct Debit to ensure winter usage is covered.
- 11.5 Any credit balance refunds will be taken into account on your Direct Debit reviews as outlined in section 10.3.4 above, and might result in increased monthly payments.
- 11.6 If you decide to switch away from us, you will receive a refund once we have received your final Meter readings from your new supplier and we have produced your final bill. In the event we do not receive a final Meter read from your new supplier, we reserve the right to estimate your final Meter reading using your consumption data, then final bill you accordingly.

- 11.7 You'll usually get your refund within 10 days of it being requested. We'll pay it into the bank account you use for your Direct Debit unless you ask us to pay it into another account. If you would prefer we can also pay refunds by sending you a cheque.
- 11.8 For more information on refunds, please visit our refund policy at <https://pipenergy.co.uk/document-centre/>.
- 12 Non Payment Of Charges**
- 12.1 You must let us know as soon as possible if you are having trouble 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.
- 12.2 To get through to our payments team, you can call us on 0800 032 3647.
- 12.3 You are responsible for ensuring your payments are made on time to us. If you fail to do so, we may raise Additional Charges on your account (up to £20 per Charge). 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.
- 12.4 The following criteria outline the steps we take where there are outstanding charges on your account:
- 12.4.1 we will send you a bill or a statement requesting payment from you for the outstanding charges;
- 12.4.2 we find 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;
- 12.4.3 we find you have failed to respond to one or more of our payment reminders; and
- 12.4.4 we have acknowledged the Charges due are not the subject of a genuine dispute.
- 12.5 If the foregoing has been satisfied, we may seek to agree a repayment plan with you which will take into account your financial circumstances and ability to pay the outstanding Charges.
- 12.6 If you do not agree to a repayment plan (or if you do not comply with it), we may take any of the following actions:
- 12.6.1 we may add the amount of your debt to your next bill or, if you have a Prepayment Meter, we can deduct a contribution towards your debt from any top-ups you make;
- 12.6.2 if your repayment method is Direct Debit, we can charge you for the first missed payment and for each missed payment after that;
- 12.6.3 recover from you, as Additional Charges, all costs (as specified by Ofgem) we incur in recovering the unpaid Charges;
- 12.6.4 prevent you from transferring to another Energy supplier;
- 12.6.5 engage a third party debt collection agency to recover the outstanding Charges, including through the courts if required;
- 12.6.6 we can charge you interest at 3% per year above the current Bank of England base rate, which will be charged on the overdue amount you owe until you pay the overdue amount plus interest;
- 12.6.7 provide information about your non-payment to credit reference agencies which may affect your credit score;
- 12.6.8 we can install a Prepayment Meter at your property under warrant (if necessary) from the Magistrates' Court (or the Sheriff Court in Scotland) without your permission; and/or
- 12.6.9 we can temporarily suspend or permanently disconnect the supply under warrant (if necessary) from the Magistrates' Court (or the Sheriff Court in Scotland) without your permission.
- 12.7 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.
- 13 Changing The Contract**
- 13.1 We may change the terms of the Contract to take account of:
- 13.1.1 changes in industry agreements or our supply licences;
- 13.1.2 changes in any law, regulations, standards, codes of practice or industry guidelines that affect our supply of Energy to you;
- 13.1.3 any order or judgement by the government, Ofgem or other relevant authority or any changes to transportation or distribution charges.
- These changes will take effect as soon as we notify you in writing.
- 13.2 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 paragraph 13.1 applies, the increase in our Charges will not affect the price you pay for each unit of Energy if:
- 13.2.1 you are on a Fixed Tariff;
- 13.2.2 you let us know, that you want to end the Contract and you arrange for another supplier to supply Energy to the Address within 15 Working Days; or
- 13.2.3 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 reserve the right to object to the transfer and the change we are making will then apply.
- 13.3 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 our non-domestic terms and conditions will apply instead of this Contract.
- 13.4 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:
- 13.4.1 the Tariff is at least as cheap as your current Tariff; or
- 13.4.2 if the Tariff is not as cheap as your current Tariff, we will 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.
- 14 Ending The Contract**
- 14.1 The Contract will come to an end:
- 14.1.1 on the date that you cease to occupy the Address or (if applicable, where at the relevant time you own the Address but it is not occupied) on the date you cease to own the Address, provided that (in either case) you give us at least 2 Working Days' notice of that date; or
- 14.1.2 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 ceased to occupy or (as applicable) own the Address; or
- (b) the date that another person starts to take a supply of Energy at the Address.
- 14.2 The Contract will end with immediate effect:
- 14.2.1 from the date that Ofgem orders a 'Last Resort Supply Direction' to a gas or electricity supplier other than us in respect of the Address takes effect;
- 14.2.2 from the date that we no longer hold a relevant Energy supply licence;
- 14.3 Where the Tariff is a Standard Variable Tariff, you may end the Contract at any time by giving us notice in writing, but:
- 14.3.1 that notice will not take effect until you have paid all Charges due to us under the Contract; and
- 14.3.2 the Contract will not come to an end until another Energy supplier has started to supply Energy to the Address.
- 14.4 If you are on a Deemed Contract you do not have to give us any particular notice in order to end this Contract and this Contract

- will end when:
- 14.4.1 you have switched to another supplier;
 - 14.4.2 another person has taken over responsibility for the supply to the Address; or
 - 14.4.3 (if you ask us to do so) we have arranged for the supply to the Address to be cut-off.
- 14.5 We may end the Contract: with immediate effect if you:
- 14.5.1 are in material breach of the Contract; or
 - 14.5.2 are unable to pay your debts;
- at any time by giving you at least 28 calendar days' notice.
- 14.6 You continue to be responsible for paying for the supply of Energy at the Address until the date that the Contract ends.
- 14.7 If you end the Contract early you may be required to pay an Exit Fee as described in the Welcome Letter, except where:
- 14.7.1 the Contract is a Deemed Contract;
 - 14.7.2 the Tariff is a Standard Variable Tariff; or
 - 14.7.3 we are required to give a Notice of Amendment.
- 14.8 We will not stop you from switching to a different Energy supplier if you are on a Fixed Tariff and wish to end the Contract before your Fixed Tariff expiry date, provided that you have paid all outstanding sums due to us under this Contract (including any Exit Fee we may have charged in accordance with paragraph 14.7). We may object to your request to switch to different Energy supplier if you have debt outstanding on your account.
- 14.9 If you are on a Fixed Tariff we will contact you before your Fixed Tariff period is due to expire and let you know the precise date on which your Fixed Tariff is due to end. You will have an opportunity to agree a new Fixed Tariff with us, once agreed, this will be implemented with immediate effect.
- 14.10 If you have not agreed a new Fixed Tariff with us (or switched to a different supplier) when your Fixed Tariff period comes to an end, you will roll automatically onto our Standard Variable Tariff, which means that the Charges applicable from the day after your Fixed Tariff expires will be the Standard Variable Tariff.
- 14.11 You must provide actual Meter readings and a forwarding address on the date that you stop owning or occupying the Address.
- 14.12 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:
- 14.12.1 send you a final bill which is based on an estimated Meter reading; and
 - 14.12.2 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.
- 15 Green Electricity Deal**
- 15.1 To the extent we have our Green Electricity Deal available and you would like us to supply your electricity using only renewable and sustainable sources, you can opt-in for this deal at any point in your Contract with us. You will receive this benefit at only £5 extra a month, which will be applied to your monthly bill. This option is available to all customers who satisfy the following criteria:
- 15.1.1 on a fixed or variable tariff; and
 - 15.1.2 receive the online/paperless billing discount.
- For the avoidance of doubt, this deal will not be available to those customers on Prepayment Meters.
- 15.2 You are free to add the Green Electricity Deal to your existing or new fixed or variable plan at any time via your online portal and you will be charged the relevant amount in advance for the following month.
- 15.3 You can opt-out of this deal at any point in your Contract provided you give us 30 days' notice. You will not be subject to any termination fee for cancellation. If you would like to opt-out of this deal, you can do so via your online portal.
- 15.4 We reserve the right to amend the price of our Green Electricity Deal in accordance with any regulatory or adverse change within the market. This amendment in price will be communicated to all relevant customers 2 months before any change is implemented, allowing customers to opt-out if they wish to do so.
- 15.5 We reserve the right to withdraw this deal at any time, in this instance we will notify you 30 days before we revoke our deal via your preferred method of communication.
- 16 Online Discount**
- 16.1 If you have opted-in for an online discount, you will be expected to manage your account via your online portal. General online account management involves the following:
- 16.1.1 meter reading submissions;
 - 16.1.2 making a top-up payment;
 - 16.1.3 the changing of personal details; and
 - 16.1.4 the viewing and monitoring bills.
- These activities are expected to be done by the account holder via the online portal.
- 16.2 You will be notified of any updates to your online account via email.
- 16.3 Please note, if you benefit from the online discount but fail to manage your account online in accordance with paragraph 16.1, we may remove this discount from future bills.
- 17 Disconnection**
- 17.1 We may cut off the supply of Energy to the Address where:
- 17.1.1 you have not paid any Charges that we have asked you to pay by the date they were due to be paid and subsequently you have either failed to comply with, or declined to enter into, a repayment plan as described under paragraph 12.4;
 - 17.1.2 you are in material breach of the Contract;
 - 17.1.3 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;
 - 17.1.4 we are required to do so by any law, licence, code or agreement.
- 17.2 If we cut off the supply of Energy under paragraph 17.1, you must pay any other Additional Charges that may apply, including:
- 17.2.1 our reasonable costs incurred in cutting off the supply of Energy to the Address; and
 - 17.2.2 our reasonable costs incurred in reconnecting the supply of Energy to the Address.
- 18 Metering Equipment**
- 18.1 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.
- 18.2 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.
- 18.3 Where any Meter is damaged or interfered with you may be liable to pay Additional Charges.
- 18.4 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:
- 18.4.1 install, or convert the existing meter to, a Prepayment Meter if we reasonably can; and
 - 18.4.2 recover our reasonable costs of doing so as Additional Charges.
- 18.5 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.
- 18.6 To help us ensure that the Charges are accurate, we ask that you provide us with Meter readings at least once every three months. 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.
- 18.7 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.
- 19 Access**
- 19.1 Our Meter readers must have easy access to;
- 19.1.1 take Meter readings;
- 19.1.2 inspect the Meter;
- 19.1.3 install, test, replace or re-position the Meter (or any part of it);
- 19.1.4 cut off the supply of Energy to the Address (where we are able to do so under the Contract); or
- 19.1.5 reconnect the supply of Energy to the Address.
- 19.2 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.
- 19.3 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 and are on our priority services register.
- 19.4 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.
- 19.5 We will, where possible, give reasonable advance notice to you of the access required.
- 20 Your Information**
- 20.1 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 visit our privacy policy at <https://pfpenergy.co.uk/document-centre/>. We will tell you if we significantly change the information we ask for or the way we use it.
- 21 Our Liability**
- 21.1 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.
- 21.2 We will not be liable to you for:
- 21.2.1 any loss incurred due to circumstances outside of our reasonable control;
- 21.2.2 any economic loss or damage (for example, loss of profit or anticipated profit, income, use, goodwill, contract or business);
- 21.2.3 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
- 21.2.4 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).
- 21.3 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 £10,000 for each event (or series of connected events) in any 12 month period.
- 21.4 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.
- 21.5 The Contract does not exclude any liability that we cannot exclude by law.
- 22 General**
- 22.1 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.
- 22.2 You may not transfer the Contract, or any of your rights and responsibilities under it, without first obtaining our written consent.
- 22.3 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.
- 22.4 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).
- 22.5 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.
- 22.6 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.
- 22.7 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.
- 22.8 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.
- 23 National Terms Of Connection**
- 23.1 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.
- 23.2 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 affects 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 or visit <http://www.connectionterms.org.uk/>.

Smart tariff Supplementary Terms and Conditions

Domestic Customers Only

Applicable to:
Customers with a Smart tariff

Applicable from September 2020
(Version 1.0)

You can view whether you have a Smart tariff in the tariff section of your online account. This should either be depicted by your tariff name referencing (Smart tariff) or an S will appear in your tariff name e.g. Tariff name S47.

Definitions

Smart meter: is a digital meter that replaces analog meters, which are used in homes to record energy usage and help provide greater clarity of consumption.

Smets 2: this specification is currently the most advanced smart meter. A purpose built communication network is used with these meters and all suppliers will use it – making switching easier and keeping your smart meter 'smart'.

Cooling Off Period: the 14 calendar day period from your Contract Start Date. During the cooling off period, you have a legal right to change your mind.

1 General Conditions

- 1.1 These are the supplementary terms and conditions for our Smart tariff(s) and should be read in conjunction with PFP Energy's Domestic general terms and conditions.
- 1.2 By signing up to a PFP Energy Smart tariff, you must agree to:
 - 1.2.1 already have or agree to have smart meter(s) (Smets2) installed at the supplied property for all fuels that are applicable to your contracted supply with PFP Energy. If you subsequently refuse, additional charges may apply (see paragraph 2.1).
 - 1.2.2 where applicable, have smart meter(s) installed at the supplied property within 6 months of your contract start date, or at a time thereafter as instructed by PFP Energy.
- 1.3 Our Smart tariff(s) are only open to UK residents and you must be 18 years of age or over.
- 1.4 Customers may pay via credit, Direct Debit or Receipt of Bill, as well as Prepayment (Pay As You Go).
- 1.5 If you are a tenant, you must have your landlord's consent to have smart meter(s) installed prior to their installation.
- 1.6 Where you may not currently be eligible to have smart meter(s) fitted, you agree to have smart meter(s) fitted when you do become eligible and where you are still on supply with PFP Energy. For example, you may not currently be eligible to have smart meter(s) fitted due to geographic location or property type. Ineligibility, where this isn't caused through your misaction, will not affect your rights to continue to be supplied in-line with your Smart tariff.
- 1.7 PFP Energy works with a metering partner, SMS Plc, to install its customer's smart meters. You agree for SMS Plc to contact you, on behalf of PFP Energy, to book and carry out your smart meter(s) installation.
- 1.8 PFP Energy will collect daily meter reads from your Smart meter, if installed by us or if we inherit your meter from another supplier unless you specifically opt out. You would need to contact us to do so. If you opt out, we would take meter readings from you in-line with our supplier obligations which is currently monthly (supplier obligations may be subject to change).

2 Failure to comply with our terms and conditions

- 2.1 Where you do not have smart meter(s) already and where you are eligible or become eligible to have smart meter(s) fitted during your tariff contract, if you fail to comply with having a smart meter(s) installation in-line with the supplementary Smart tariff terms and conditions, PFP Energy reserve the right to add 16.48p/day to the applicable standing charge.

3 Your Rights of Cancellation During the Cooling Off Period

- 3.1 Your rights of cancellation remain as per those defined in our Domestic general terms and conditions. You may cancel the Contract at any time within the Cooling off Period (see definition above) by sending your request in writing either by e-mail at hello@pfpenergy.co.uk or by post: PFP Energy, Unit 2, Edward VII Quay, Navigation Way, Ashton-on-Ribble, Preston, PR2 2YF. 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.
- 3.2 Where we are the Registered Supplier at the Address at the Contract Start Date and you cancel the Contract in accordance with paragraph 3.1, 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 we reserve the right to operate

a Deemed Contract between you and us (as per paragraph 6 of our Domestic general terms and conditions).

4 Moving home during the duration of your contract

- 4.1 If you move home during the duration of your tariff you may be able to transfer your tariff to your new home where you continue to be supplied by PFP Energy, and where you are able to continue to meet the terms as set out under this agreement.
- 4.2 You should let us know that you would like to transfer your tariff at the time of moving and contact us to confirm your new address details. We will seek, wherever possible, to continue to supply your new home in-line with your Smart tariff agreement. Where this may not be possible, we would look at the most suitable tariff applicable to you at that time.
- 4.3 If we agree to transfer your tariff to your new home, we will confirm the prices that are applicable to your region prior to doing so, which may differ to your current prices due to regional variants.
- 4.4 If you don't transfer your tariff to your new home this will end your Smart tariff agreement. In this case, you may incur an early exit fee of £30 per fuel.