

The **co-operative** energy

General Terms and Conditions
May 2016

Co-operative Energy: General Terms and Conditions for Domestic Customers Only

Applicable from 19th May 2016

Co-operative Energy Limited is a limited liability company registered in England and Wales with company number 06993470. We hold a gas supply licence and an electricity supply licence, as granted by Ofgem (the Office of Gas and Electricity Markets), which respectively authorise us to supply gas and electricity in Great Britain. We are a 100% subsidiary of The Midcounties Co-operative Limited and our registered address is:

Co-operative Energy
Co-operative House
Warwick Technology Park
Warwick
CV34 6DA

If you have any questions on these terms and conditions, please contact us at www.cooperativeenergy.coop/customer-service/contact-us/ or in writing at the above address.

1 GENERAL

- 1.1 These General Terms and Conditions (the General Terms), and where we have sent a Welcome Letter to the Address or by electronic means, the information, terms and conditions set out in that Welcome Letter, govern the supply of gas and/or electricity (the supply of Energy) by Co-operative Energy Limited (we/us/our) to a Customer (you) at Domestic Premises and form the Contract (including where applicable a Deemed Contract) between us and you.
- 1.2 You are entitled, if you are not already a member of The Midcounties Co-operative to apply for membership of The Midcounties Co-operative. Further details on the benefits of membership and how to apply are available at www.cooperativeenergy.coop or from the registered address above. The end of the Contract does not affect your membership.
- 1.3 We agree to supply Energy to your Address under the terms and conditions of the Contract. You agree to take and pay for the Energy we supply.
- 1.4 The supply of Energy under the Contract includes:
 - (i) the activity of taking or accessing meter readings; and
 - (ii) unless you agree to provide the Metering Equipment, the provision of Metering Equipment.
- 1.5 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.cooperativeenergy.coop or ask for a copy by contacting us at www.cooperativeenergy.coop/customer-service/contact-us/ or writing to our registered address.
- 1.6 If you have any complaint about the services provided under the Contract you should in the first instance write to us at the registered address, contact us at www.cooperativeenergy.coop/customer-service/contact-us/ or telephone us on 0800 954 0693. Our complaints process is available on our website at <http://www.cooperativeenergy.coop/help-advice/making-a-complaint/>
- 1.7 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
Website: www.ombudsman-services.org/energy

- 1.8 We may make a payment to a third party where the Contract is made as a result of a referral from that third party and we have an arrangement with that third party for a payment to be made in such circumstances.
- 1.9 We may check your credit rating with a credit reference agency and depending on the results of our Checks we may:
- (i) require a Security Deposit to be paid by you 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;
 - (iii) provide information to credit reference agencies if you do not pay your bills and this may affect your credit rating.
- 1.10 Where the Contract is for the supply of electricity, you are also entering into a standard connection agreement for your electricity with the relevant Network Operator (on whose behalf we are acting for this purpose) on the National Terms of Connection (NTC).
- 1.11 The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which the Local Network Operator delivers electricity to, or accepts electricity from the Address. If you want a copy of the NTC or have any questions about it, please visit www.connectionterms.co.uk or contact Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF (Tel: 020 7706 5137).

2 **DEFINITIONS**

- 2.1 Unless otherwise specified, the words and expressions used in the Contract have the meaning given to them below:

Additional Charges means any Charges that are not encompassed within our Regular Charges and relate to (i) services provided under the Contract, and/or (ii) activities undertaken by us or our Agents in reliance of our statutory or contractual rights and include, without limitation, Termination Fees, Security Deposits, and other Charges which relate to or arise from:

- (a) connecting, disconnecting or reconnecting the supply of Energy to the Address and accessing the Address for these purposes;
- (b) removing, inspecting, testing, repairing, installing, re-installing or changing the position of any Metering Equipment;
- (c) the replacement of prepayment meter, cards, keys or other payment devices or payment cards;
- (d) the provision of any additional copies of documents including, without limitation, additional or duplicate bills and statements;
- (e) your failure to pay Charges by the due date;
- (f) the recovery of Charges including, without limitation, any costs we incur in (i) engaging a debt collection agency, (ii) assigning any Charges which you have failed to pay to us as due from you under the Contract to a debt collection agency, and (iii) prosecuting or enforcing any court order or enforcing any other provision of the Contract.

Address means the Domestic Premises, as identified in the Welcome Letter, to which we supply Energy under the Contract.

Agent means any person we have authorised to act on our behalf, including without limitation, to provide Metering Equipment, to cut off the supply of Energy to the Address, and to agree to enter into the Contract with you.

Cancellation Period means the period of 14 calendar days from either (i) the Contract Start Date, or (ii) from such later date notified to you, during which you may cancel the Contract (this is also known as a 'cooling off period').

Charges means any charges or payments that are payable by you to us under and in accordance with the Contract and include Regular Charges, Additional Charges, Security Deposits and Termination Fees.

Contract means the contract under which we supply Energy to the Address and includes a Deemed Contract unless otherwise specified.

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

Debt Assignment Protocol means the arrangements by which Charges owed to an Energy supplier by a customer to whom Energy is supplied through a Prepayment Meter may be assigned to any other Energy supplier.

Deemed Contract means a contract which is formed between you and us in circumstances (i) you own or occupy the Address, (ii) we supply Energy to the Address, and (iii) we do not have a contract with any other person for the supply of Energy to the Address.

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.

Domestic Premises means premises at which the supply of Energy is used wholly or mainly for domestic purposes.

End of Fixed Term Notice means the Renewal Statement together with an information notice which informs you (a) that we are seeking your agreement in writing to offer a further Fixed Term Tariff, (b) of the duration of that further Fixed Term Tariff and nature, purpose and effect of any proposed changes to the Contract, and (c) that you are under no obligation to agree to the further Fixed Term Tariff.

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

Fixed Term Tariff means where the Regular Charges applicable under the Contract are fixed for a specified period of time.

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

Metering Equipment includes the meter 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 meter includes references to any part of a Smart Meter Set.

Network Operator means the 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. This notice will also inform you (a) that you can end the Contract by changing to another energy supplier, (b) of where you can obtain advice and information about changing to another energy supplier, and (c) that we may prevent you from changing to energy supplier if you have not paid any Charges that you are required to pay under the Contract.

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

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

Regular Charges means the Charges that are considered as being directly relating 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.

Renewal Statement means the "Statement of Renewal Terms" that we are required to prepare in accordance with our Supply Licence.

Security Deposit means a deposit of money as security for the payment of Charges.

Smart Meter Set includes (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, and (ii) any equipment, apparatus or device associated with or ancillary to the meter.

Standard Variable Tariff means where the Regular Charges applicable under the Contract are not fixed for any period of time (this is also known as an 'evergreen tariff').

Supply Licence means the gas supply licence and/or the electricity supply licence held by us.

Termination Fee means a sum of money or other compensation that we may demand from you under the Contract because, in accordance with its provisions, you end the Contract before the end date of any fixed term that applies to it.

Variation Notice means the notice we will send in circumstances where we can only amend the Contract with your consent if the amendment we propose to make would increase the Charges or is an amendment that would not be to your advantage. This notice will be sent to you in advance of the date the amendment is to take effect, will tell you that we wish to make an amendment that needs your consent and of the nature, purpose and effect of the proposed amendment, and tell you that you do not need to agree to the proposed amendment.

Welcome Letter means the letter we may send to you (by post or electronically) 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, Christmas Day, Good Friday or a day that is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971.

3 CONDITIONS OF SUPPLY

3.1 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 shall 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.

3.2 We are not obliged to supply Energy to your Address under the Contract if:

- (i) the requirements of paragraph 3.1 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 obliged to reconnect the supply of Energy to the Address;
- (iv) you have not, within a reasonable time of having been requested by us 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 CONTRACT START DATE

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

- (i) confirm your acceptance of the Contract on the telephone with us;
- (ii) sign your agreement to the Contract in the presence of one of our representatives;
- (iii) complete and date the application form for the Contract;
- (iv) confirm your acceptance of the Contract through our web-site application process, or
- (v) start to take a supply of Energy at the Address without having done any of the above (this will be Deemed Contract),

whichever applies in the circumstances of your case.

5 DEEMED CONTRACT

5.1 The Contract is a Deemed Contract between you and us where:

- (i) we are the Registered Supplier for the Address;
- (ii) you are the owner or the occupier of the Address; and
- (iii) you take a supply of gas or electricity at the Address without having taking any of the actions in paragraphs 4.1.1(i) to 4.1.1(iv).

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

- (i) the tariff that applies is our Standard Variable Tariff (further details about this tariff are available at www.cooperativeenergy.coop or from our registered address);

- (ii) the Charges will be calculated in accordance with the Standard Variable Tariff;
- (iii) the payment method by which you will be required to pay Charges will be payment on receipt of bill or where the meter at the Address is a Prepayment Meter, by prepayment through the meter.

5.3 Where the Contract is a Deemed Contract it will continue to have effect until:

- (i) you start to receive a supply of Energy, either from us or from another supplier, under a contract that you have agreed with us or with that other supplier; or
- (ii) the supply of Energy to the Address is cut off,

but you continue to be responsible for paying all Charges that become due under the Contract.

6 SUPPLY START DATE

6.1 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.

6.2 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 expiry of the Cancellation Period (the **relevant date**), unless

- (i) you tell us that you want us to supply Energy from a later date; or
- (ii) you tell us, 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 supplier 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;
- (v) we are unable to start supplying Energy to the Address by the relevant date for reasons which are outside of our control.

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

- (i) an actual meter reading taken by you or us on (or within plus or minus 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.

6.4 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 the supply start date; and
- (ii) by entering into the Contract:
 - (a) you give consent for us to obtain from your current supplier any information we may need to start to supply Energy to the Address; and
 - (b) you give consent for us to 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 YOUR RIGHTS OF CANCELLATION

7.1 You may cancel the Contract at any time within the Cancellation Period by:

- (i) contact us at www.cooperativeenergy.coop/customer-service/contact-us/
- (ii) contacting us by telephone on 0800 954 0693; or
- (iii) where we have provided you with a cancellation form, completing and returning it to us either by e-mail or post.

- 7.2 Where you cancel the Contract in accordance with paragraph 7.1 you should 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.
- 7.3 Where we are the Registered Supplier at the Address at the Contract Start Date and you cancel the Contract in accordance with paragraph 7.1, if another energy supplier does not become the Registered Supplier at the Address by the end of the Cancellation Period and you take a supply of Energy at the Address there will be a Deemed Contract between you and us (see Section 5).

8 OUR PRICES AND CHARGES

- 8.1 You agree to pay the Charges as specified in the Contract.
- 8.2 The Charges you are required to pay will be determined by the applicable tariff as set out in the Welcome Letter and any Additional Charges that may apply under the Contract. These Charges may be amended in accordance with the terms and conditions of the Contract.
- 8.3 You can get further information on our available tariffs at www.cooperativeenergy.coop or on request from our registered address (see above).
- 8.4 Our Regular Charges are based on the Energy consumed at the Address according to the volumes recorded and measured by the Metering Equipment (so long as the Metering Equipment 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).
- 8.5 Our Regular Charges are calculated by reference to:
- (i) The rate of the daily standing charge that applies under the applicable tariff in respect of the supply of Energy; and either
 - (ii) 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
 - (iii) 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).
- 8.6 We may also recover from you any applicable Additional Charges. You can get further details of our Charges online at www.cooperativeenergy.coop or on request from the registered address above.
- 8.7 All Charges payable by you to us 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.

9 FIXED TERM TARIFFS

- 9.1 A Fixed Term Tariff is a tariff under which the standing charge and/or unit rates are fixed for a fixed term.
- 9.2 Any individual Fixed Term Tariff may specify the payment method by which the Charges must be paid in order for that particular Fixed Term Tariff to apply under the Contract.
- 9.3 The Regular Charges applicable under any of our Fixed Term Tariffs may differ according to geographical location of the premises to be supplied and/or the type of meter installed at the premises.
- 9.4 Where a Fixed Term Tariff applies under the Contract we will not extend the duration of the Fixed Term Tariff other than in accordance with the provisions of paragraph 9.5 below.
- 9.5 Where a Fixed Term Tariff applies under the Contract:
- (i) We will send you a Renewal Statement during the period that is 49 to 42 calendar days before the end of the fixed term of the Fixed Term Tariff;
 - (ii) we may apply a new Fixed Term Tariff under the Contract if:
 - (a) we have sent you a Renewal Statement in accordance with paragraph (ii) above;
 - (b) the fixed term of the new tariff is for a period that is not longer than the fixed term of the existing tariff;
 - (c) it is a Fixed Term Tariff that we make available to other customers or potential customers; and

- (d) you have given your written consent for the application of the new tariff and any associated changes to the Contract.

9.6 Where you end the Contract before the end date of the Fixed Term Tariff you may be required to pay a Termination Fee of an amount that is set out, or determined in accordance with the calculation set out, in the Welcome Letter.

9.7 Where:

- (i) a Fixed Term Tariff comes to an end;
- (ii) you have not given your written consent for a new Fixed Term Tariff to apply; and
- (iii) you continue to take a supply of Energy from us at the Address,

the tariff applicable under the Contract from the end date of the Fixed Term Tariff will be our cheapest Standard Variable Tariff in effect on that date.

10 **PAYMENT METHOD**

10.1 You shall pay the Charges due under the Contract in accordance with the payment method agreed between you and us and 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 payment method agreed and set out in the Welcome Letter we may change the payment method without your consent.

10.3 We may require you to pay for your Energy in advance using a Prepayment Meter if:

- (i) a Prepayment Meter is already installed at the Address;
- (ii) you have failed any credit checks that we may have undertaken with any credit reference agency; or
- (iii) there is damage to or interference with the current meter at the Address; or
- (iv) you have failed to pay our Charges under another payment method and in accordance with the provisions of this Contract we install a Prepayment Meter at the Address.

10.4 A Prepayment Meter may be adjusted to recover all the Charges you owe (including outstanding Charges) and not just the cost of the Energy you use. We do not have to repay you any credit on the meter unless or until your Energy supply ceases to be provided by us.

10.5 Where the payment method is payment in advance by way of Prepayment Meter:

- (i) you will need top up the key or card (or similar device) and ensure there is sufficient credit on your meter, including to pay for the daily standing charge, to receive a supply of Energy;
- (ii) you may be required to pay Additional Charges in respect of any additional prepayment meter services we provide (including replacement of keys, cards or similar devices or where we have to convert the prepayment meter to a credit meter). The Additional Charges are detailed on our website at www.cooperativeenergy.coop/termsandconditions/;
- (iii) if the Prepayment Meter is adjusted to recover any Charges which you have failed to pay (either to us or to your previous supplier where we have under the Debt Assignment Protocol, agreed to the transfer of Charges owing to your previous supplier), we will let you know of the proportion of each top up amount which is used as payment for such outstanding Charges; and
- (iv) we will not normally repay any credit you may have on the meter until the Contract comes to an end.

10.6 Where the payment method is by Direct Debit:

- (i) the amount of each Direct Debit payment will, unless otherwise changed in accordance with paragraph (iii) below, be the appropriate fixed amount which has been determined by us 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) the frequency at which we will collect the amount of Direct Debit is as set out in the Welcome Letter;

- (iii) we may change the fixed amount following a review undertaken by us to ensure that the amount reflects the available and updated consumption information and will notify you of any such change prior to collecting a Direct Debit of the new fixed amount;
- (iv) we may, where the applicable tariff specifies Direct Debit as the payment method and we do not receive or have not been able to collect the Direct Debit amount on at least 2 occasions, change the tariff applicable under the Contract which tariff may be subject to higher Regular Charges, by giving you at least 7 calendar days' notice of the change;
- (v) we will act in accordance with the Direct Debit Guarantee.

10.7 Where the payment method is payment on receipt of a bill:

- (i) you shall pay the amount due within 14 calendar days of the date of the bill;
- (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 Paragraph 11.2 applies where:

- (i) we have sent you a bill or statement requesting payment of Charges;
- (ii) you have failed to pay the Charges within 14 calendar days' of the date of the bill or statement; and
- (iii) the Charges due are not the subject of a genuine dispute.

11.2 Where this paragraph applies we may:

- (i) agree with you a payment plan which will take into account your ability to pay the outstanding Charges;
- (ii) engage a debt collection agency to recover, including through the courts if required, the outstanding Charges;
- (iii) having given you at least 7 calendar days' notice:
 - (a) replace the meter at the Address with a prepayment meter or switch the meter to operate as a prepayment meter
 - (b) calibrate the prepayment meter to recover the outstanding Charges;
 - (c) change either or both the payment method and the tariff applicable under the Contract;
- (iv) cut off the supply of Energy to the Address in accordance with Section 14;
- (v) charge interest, at the rate which is 3% above the Bank of England base rate, on the outstanding Charges;
- (vi) recover from you all costs incurred or suffered by us in pursuing your non-payment;
- (vii) provide information about your non-payment to credit reference agencies which may affect your credit score;
- (viii) prevent you from transferring to another energy supplier.

11.3 You should 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 all such help and assistance as we can in order to avoid cutting off the supply of Energy.

12 CHANGING THE CONTRACT

12.1 We may, without your consent, amend the Contract in a way that may not be to your advantage (including by way of increasing Charges):

- (i) where the tariff applicable under the Contract is a Fixed Term Tariff, in accordance with the provisions set out in Section 9.7;
- (ii) where the tariff applicable under the Contract is a Standard Variable Tariff, where we have sent you a Notice of Amendment at least 30 calendar days in advance of the proposed amendment and paragraph 12.2 does not apply.

- 12.2 Where the tariff applicable under the Contract is a Standard Variable Tariff and we have sent you a Notice of Amendment, we will not make, or enforce any changes made, where:
- (i) we are informed, by no later than 20 Working Days after the amendment set out in the Notice of Amendment has effect, that:
 - (a) another energy supplier is to start supplying Energy to the Address; and
 - (b) that energy supplier starts to supply Energy to the Address within a reasonable period of time after we are so informed; or
 - (ii) you have entered into a new contract with us by no later than 20 Working Days after the amendment set out in the Notice of Amendment has effect.
- 12.3 We may also amend the Contract (including Charges) where:
- (i) the amendment does not relate to extending the duration of the Contract or of the Fixed Term Tariff;
 - (ii) we have sent you a Variation Notice if the amendment is an increase in Charges or would not be to your advantage;
 - (iii) the amendment will result in the Contract being subject to the same terms and conditions as are applicable to any other contract we have with other customers under which the applicable tariff is a Fixed Term Tariff or an Standard Variable Tariff that is applicable under the Contract; and
 - (iv) you have contacted us and given your express consent to the amendment.
- 12.4 Where we amend the Contract (including Charges) under paragraph 12.3 we will send you a statement confirming that you have agreed to the increase and/or amendment and explaining the effect of the increase and/or amendment.
- 12.5 Where we amend our Charges in accordance with the Contract we will, unless you provide us with an actual meter reading or we are able to take an actual reading on the date the Contract is changed, calculate the Charges using an estimated meter reading(s) for the date on which the amendment takes effect.
- 13 ENDING THE CONTRACT**
- 13.1 The Contract will come to an end:
- (i) on the date that you stop owning or occupying the Address, providing you notify us within 2 Working Days 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) in respect of the supply of gas and/or electricity from the date that a Last Resort Supply Direction given to another gas supplier and/or another electricity supplier in respect of the Address takes effect;
 - (ii) in respect of the supply of gas and/or electricity from the date that we no longer hold a gas and/or electricity licence;
 - (iii) on the date of your death.
- 13.3 Where the tariff applicable under the Contract 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 take effect:
- (i) where, 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 not been cut off; 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 applicable under the Contract is a Standard Variable Tariff;
 - (iii) we have failed to comply with our obligations under Section 9;
 - (iv) 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 Metering Equipment has been damaged or interfered with and the damage or interference is not caused by us;
 - (iv) we are required by any law, licence, code or agreement.
- 14.2 If we cut off the supply of Energy under any paragraphs 14.1(i) to (iii) above you are required to pay as Additional Charges:
- (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 The volume of Energy supplied to the Address will be measured by the Metering Equipment installed at the Address.
- 15.2 You must take all reasonable steps to ensure that Metering Equipment is kept safe and is not damaged or interfered with and inform us immediately if you believe that any Metering Equipment, which has been provided by us or our Agent, is faulty or has been damaged or interfered with.
- 15.3 Where any Metering Equipment is damaged or interfered with by reason of you failing to comply with paragraph 15.2, you may be liable to pay Additional Charges.
- 15.4 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:
- (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.
- 15.5 If you believe that any of the Metering Equipment 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.
- 15.6 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.

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

16 ACCESS

- 16.1 You agree to give us (and our Agents) safe access to the Address at all reasonable times where we request access for the purposes of:

- (i) taking meter readings;
- (ii) inspecting the Metering Equipment;
- (iii) installing, testing, replacing or re-positioning any Metering Equipment;
- (iv) cutting off the supply of Energy to the Address (where we are able to do so under the Contract); or
- (v) reconnecting the supply of Energy to the Address.

- 16.2 We may, where you do not permit us (or our Agents) to access the Address, exercise any statutory 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 may use any information we hold about you (your personal data) to manage your customer account with us but will not use it for any purpose for which we, in accordance with our legal obligations, require your explicit or implied consent where we do not have your explicit or implied (as the case may be) consent.

- 17.2 We may share your contact details and personal data where:

- (i) you have agreed that we may share the data with the third party;
- (ii) we are authorised to do so under our Supply Licence or in accordance with any code, agreement or arrangement we are required to comply with under our Supply Licence;
- (iii) we carry out a credit reference check on you;
- (iv) we engage a third party or agency (including a debt collection agency) to recover any outstanding Charges from you;
- (v) we are required to do so in order to comply with any legal obligation, including, without limitation, with the Department for Work and Pensions for the purposes of enabling it to inform us whether you may qualify for a Warm Home Discount or any other payment or discount required by government.

- 17.3 We will take appropriate technical and organisational measures against unauthorised and unlawful processing, accidental loss, destruction or damage to the information we hold on you. We will not pass the information we hold on you outside the European Economic Area (EEA) without obtaining your consent or putting in place other appropriate safeguards but the persons with whom we share your information may hold or transfer this information outside the EEA, where it may be less securely protected.

- 17.4 If you send us proof of identification, you are entitled to have a copy of the information we hold on you. We may charge an administration fee for this. For further details, please contact the Head of Legal, The Midcounties Co-operative, Co-operative House, Warwick Technology Park, Gallows Hill, Warwick, CV34 6DA.

18 OUR LIABILITY

- 18.1 We will not be liable to you for:

- (i) any loss incurred due to circumstances outside of our control (including a Force Majeure event).
- (ii) any economic loss, 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; 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).
- 18.2 If our negligence causes death or personal injury then we will be liable for all costs and losses suffered as a result of our negligence.
- 18.3 Where we are liable for any loss or damage caused as a result of our failure to comply with our legal obligations or the Contract, our liability to you shall, except in respect of paragraph 18.2 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 Your statutory rights are affected by the Contract.

19 SAFETY AND EMERGENCIES

- 19.1 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).
- 19.2 You must let us and your relevant Network Operator know immediately if you suspect a gas leak or any damage to the Metering Equipment which could cause danger or put at risk the safe supply of Energy. Contact details are provided on our website at www.cooperativeenergy.coop
- 19.3 We may cut off, restrict or impose conditions on your Energy supply 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.
- 19.4 Where this Contract is for the supply of gas and we are given a direction under section 2(1)(b) of the Energy Act 1976:
- (i) we may cut off or restrict the supply of gas to the Address;
 - (ii) you must comply with any instructions we give you in respect of your use of the gas, where it is necessary or expedient for us to take such action in order to comply with the direction and for such period as the direction is in force.

20 TRANSFER OF RIGHTS

- 20.1 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.
- 20.2 You may not transfer the Contract, or any of your rights and responsibilities under it, without first obtaining our written consent.

21 NO WAIVERS

- 21.1 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 NOTICES

- 22.1 Any notice which we give to you (or you give to us) in writing must be sent by email, post or hand. A 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).
- 22.2 A notice sent by post will be treated as being received in the second Business Day after it is posted. A notice sent by email or hand will be treated as being received on the actual day of receipt if it is received before 5.00pm on a Business Day or otherwise on the following Business Day.

23 INVALIDITY

- 23.1 Any action we take in accordance with our Supply Licence or other relevant laws shall not be treated as a breach by us of the Contract and nothing in the Contract shall limit or affect our rights or powers under our Supply Licence or other relevant laws.
- 23.2 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.

24 GOVERNING LAW

- 24.1 The laws of England and Wales shall apply to the interpretation of the Contract and any disputes shall 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.