



Boring... but important

Solarplicity Energy Ltd
Standard Terms and Conditions



www.solarplicity.com

Okay, we'll be honest. These Contract Terms and Conditions for the supply of electricity or gas (or both) to domestic properties are pretty dull... but they are also quite important.

Don't worry. We don't expect you to read this entire leaflet. But please keep it safe - just in case you might need it at some point in the future.

If you are unsure which tariff is applicable please refer to your welcome email or recent electricity statement from Solarplicity. Alternatively contact 0333 0044666 for further assistance or find information online at www.solarplicity.com.

Solarplicity's Terms and Conditions

Standard Terms and Conditions

These are Solarplicity Energy Ltd.'s terms and conditions for supplying gas or electricity (or both) to your property. They form part of a contract between us - Solarplicity Energy - and you, our customer.

1. Definitions

'Contract' means the Terms and Conditions, and the Start of Supply Letter between You and Us, or where You are using Our Energy services at a Property without entering into a formal agreement with Us, the Terms and Conditions (as applicable).

'Deemed Contract Rate' means our Standard Variable Tariff (as amended from time to time).

'Energy' means electricity or gas (or both) (as applicable).

'Energy Meter' means a meter (including, but not limited to, the relevant MPAN and/or MPRN meter at the Property) capable of measuring the amount of Energy consumed at a Property, whether as a Smart Meter or a non-Smart Meter.

'Fixed Pricing Period' means the period commencing on the date We first supply Energy to the Property under this contract and expiring on the day outlined in the Start of Supply Letter.

'Green Deal' means a government scheme that lets people pay for approved energy-saving improvements through their electricity bills.

'Green Deal bill payer' means someone who is responsible for paying an electricity bill for a property that's in the Green Deal scheme.

'Green Deal Charges' means the money we have to add to your electricity bill if your property's in the Green Deal scheme.

'Green Deal plan' means an agreement with a Green Deal provider (explained below) to make energy-saving improvements to a property. This agreement could have been made by you, your landlord, or someone who used to own or live in your property.

'Green Deal provider' means an organisation that has made a Green Deal plan with you, your landlord, or someone who use to own or live in your property. The Government must have authorised this organisation to offer the Green Deal plan.

'LED Light Bulbs' means light emitting diode light bulbs.

'LED Lighting Replacement Scheme' means the replacement of existing light bulbs at a property with certain LED Light Bulbs.

'Property' means the address in respect of which You have requested Us to supply You with Energy, or where You are using Our Energy services at a property without entering into a formal agreement with Us, that property (as applicable).

'Smart Meter' means as defined in condition 14.

'Start of Supply Letter' means the document addressed to You called 'Start of Supply Letter' which sets out (among other things) the initial Energy prices and Your chosen payment method.

'Terms and Conditions' means these Fair Market Price Variable Single and Dual Fuel Tariff Terms and Conditions.

'Tiered Pricing Structure' means a tariff that charges one unit rate (in pence per kilowatt hour) for the initial amount of energy You use (the first tier) and then a second cheaper rate for the remaining amount (second tier) (from Page 3 of the pre 18.11.17 T&Cs booklet on website).

'We', 'Us', 'Our' means Solarplicity Supply Ltd (company number: 08053210) (trading as Solarplicity).

'You', 'Your' means the person named as the customer in the Start of Supply Letter, or where a person is using Our Energy services at a property without entering into a formal agreement with Us for those services, that person (as applicable).

2. Supply Contract

2.1 You agree that before We enter into a Contract with You, and for the duration of the Contract, We may carry out standard credit checks on You.

2.2 Subject to **condition 2.3**, this Contract will start when:

- a. You accept on the phone that We will supply You with Energy; or
- b. You sign an agreement with Us in the presence of one of Our representatives; or
- c. We receive a completed application form asking Us to supply You with Energy; or
- d. You confirm on Our website that You accept these Terms and Conditions.

2.3 If You move into a Property that We supply with Energy, or if You have not actively agreed to a new Energy Contract with Us, then We will continue to supply You with Energy under a deemed contract at the Deemed Contract Rate, until such point as Your Energy supply at the Property has switched to another Energy supplier, or You enter into a new contract with Us. The terms and conditions of Our deemed contract are these Terms and Conditions.

2.4 If We do not already supply Energy to the Property We will write to You with the start date for Your supply of Energy under this Contract. We may revise this start date from time to time.

2.5 You agree that We may notify Your existing Energy supplier(s) (as applicable) to cancel Your agreement(s) with them on Your behalf. We may not be able to commence the supply of Energy to the Property until this has been completed.

2.6 You confirm that You are over 18, own, occupy or have responsibility for the Property and are allowed to enter into this Contract in respect of the Property and that, unless You have told Us that a new connection is required, the Property is connected to mains electricity and/or mains gas (as applicable). You also confirm that You will use at least 50% of the Energy supplied to the Property for domestic purposes. If You use more than 50% of the Energy supplied to the Property for business purposes You must tell Us immediately and We will offer You a different contract.

2.7 By entering into this Contract, You are also entering into a National Connection Agreement with Your local network operator and agree to the Energy supply characteristics, in each case set out in **section A**.

2.8 You agree to submit to Us Energy Meter readings when We ask You to do so (including opening meter readings when We first start to supply Energy to the Property) or allow Us to read the Energy Meter at any time (whether in person or remotely).

2.9 The Contract is based on information that You have provided to Us. You confirm that all of this information is accurate and that You will inform Us should this information change.

3. Charges

3.1 The charges You pay for Energy We supply to the Property will be specified in the Start of Supply Letter or will be the Deemed Contract Rate (where applicable). Our charges for Energy are also set out on Our website (solarplicity.com/energy-plans) or call us on **0333 0044666** and we'll post you the list. Before We start supplying Energy to the Property, We shall use reasonable endeavours to send to You a written personal projection which sets out an estimate of the total charges that will apply for Energy at the Property for the next twelve months based on the applicable tariff, the applicable discounts, and Your estimated annual consumption details.

3.2 The Price you pay for Energy is made up of either a unit rate or a unit rate and standing charge. For gas, We are required to convert the consumption recorded on Your meter into kilowatt hours. The method of calculation We use can be found on the back of Your gas bill. A 'standing charge' - is a fixed amount per day.

3.3 If you are on a Tiered Charging Structure this will be calculated based on meter readings provided. Where meter readings are unavailable, or where we reasonably believe these to be inaccurate, we reserve the right to estimate reasonable the amount of electricity consumed at the property for the purposes of calculating the charges based on the Tiered Pricing Structure.

3.4 Under a Tiered Charging Structure the consumption used to calculate Charges will be based on consumption over a 1 year period from the start date of Your Supply of Energy under your Contract. For Contacts lasting longer than

1 year the consumption period will reset on each anniversary of the start date until the Contract is terminated in accordance with **condition 6**.

3.5 All charges will be subject to any UK tax or duty payable on the supply of Energy at the prevailing rates. As VAT is added to Our charges, any increase (or decrease) in the rate of VAT will also change the amount You pay.

3.6 If You have signed up to a tariff where there is a single rate for Energy used at any time of the day or night, and Your Energy Meter details show You have an Energy Meter that measures units at two or more different rates, We can change Your tariff to be in line with Your Energy Meter.

4. Payment

4.1 We will send You regular bills or statements for the Energy supplied to the Property. For paperless customers, Your bills and statements will be paperless and, at Our discretion, You will receive all paperless bills or statements and all communications from Us via the online management service. You can opt-in to receive Your bills and statements in paperless format. These bills will be based on actual or estimated meter readings for the Property. We will send You an up to date bill, if requested, on receipt of an actual meter reading. Once a year, We will also provide You with an annual statement for Energy which will summarise Your last 12 months of consumption data.

4.2 Your bill or statement of account will also include information confirming Your exact tariff name(s), Your estimated annual consumption, Your personal projection for the next 12 months, the details of any alternative cheaper tariffs We offer and Your tariff comparison rate for Energy.

4.3 If You fail to pay any bill sent by Us within 3 days of receipt of the first reminder from Us in relation to such bill, We may charge You interest on such outstanding amount at the rate of 3% above Barclays Bank plc's base rate (from time to time), from the date payment was due until the date on which settlement (in full) is made, such interest to accrue on a daily basis.

4.4 You shall ensure that You pay Us for consumed Energy in accordance with Your payment arrangements as set out in Your Start of Supply Letter, or where We supply You with Energy under a deemed contract, Your payment method shall be payment on receipt of a bill.

If You have chosen to pay by Direct Debit (as set out in Your Start of Supply Letter) We will collect Your monthly Direct Debit amount on Your chosen date every month. If You have chosen to pay by Standing Order (as set out in Your Start of Supply Letter) You are required to set a payment date every month for the pre agreed amount. If You have chosen to pay on receipt of Your bill (as set out in Your Start of Supply Letter) or You are subject to a deemed contract, payment is due as soon as a bill is issued to You. For Direct Debit and Standing Order payment methods You will be issued a periodic statement.

Any outstanding balance on these statements is due immediately.

4.5 If for any reason We are unable to collect Your monthly Direct Debit amount and/or You fail to pay Us in accordance with the payment arrangements set out in Your Start of Supply Letter or the deemed payment arrangement (as applicable), We will try to contact You by email and/or by phone and then by letter. If Your payment method fails more than once We may charge You £15 for the missed payment and for every payment missed thereafter.

4.6 If you owe us money this may affect the way we can use your payments (see clause 17). Without prejudice to **conditions 4.3 and 4.5**, if We do not receive all or part of the amount that You owe Us by the due date, We reserve the right to:

- a. pass on to You any charge We incur and any third party charges incurred in collecting the debt;
- b. arrange for a pre-payment meter to be installed at the Property or change Your Energy Meter setting to prepayment mode and recover from You as a debt any costs and losses We incur in connection with the supply and installation of a prepaid meter including any associated warrant related costs and We may, at Our sole discretion, add such debt to the tariff applied to the prepayment meter; and/or temporarily suspend or permanently disconnect the supply of Energy to the Property under warrant (if necessary) from the Magistrates' Court without Your permission.

4.7 For Direct Debit customers, We will periodically review Your monthly Direct Debit amount to ensure that this covers Your estimated Energy usage.

You agree that We may increase or decrease Your monthly Direct Debit amount as We believe is appropriate to reflect Your estimated Energy usage. Where We vary Your monthly Direct Debit amount, We shall give You not less than 10 days prior written notice of such change and Your revised monthly Direct Debit amount.

4.8 Where Your account with Us is in credit, We reserve the right to retain such credit balance on Your account. Refunds of credit balances will be assessed on a case-by-case basis.

4.9 For refunds of credit balances over £500, before We issue a refund to You of such amount, We reserve the right to require You to provide Us with a photo of Your Energy Meter or to allow one of Our metering agents to read Your Energy Meter on Our behalf, to enable Us to verify the volume of Energy that has been supplied to the Property.

4.10 You may dispute a bill within 14 days of receipt. If only part of a bill is disputed You must pay the part that is not in dispute. Once Your dispute is resolved You must pay any amounts outstanding plus interest where applicable.

4.11 If you're a Green Deal bill payer, your bills and statements will also show your Green Deal charges.

5. Access to the Property

5.1 You shall allow Us, Our agents, the gas transporter and/or the network operator (as applicable) safe access to the Property and the Energy Meter(s) in the following circumstances: (i) at all reasonable times for any reason that relates to Your Energy supply from Us or the Energy Meter(s) at the Property; (ii) at all reasonable times so that We may enforce Our rights and carry out Our obligations under the Contract; (iii) at all reasonable times after this Contract ends so that We can collect equipment that belongs to Us; and (iv) at any time in the case of an emergency. Without prejudice to the above, Our right of access includes maintenance and operation of Your Energy supply, such as meter readings or replacements, and/or to inspect and, if necessary, cut off the Energy supply where We have the right to cut off Your supply under this Contract.

5.2 In all cases, except for meter readings and emergencies, We shall use reasonable endeavours to provide You with reasonable advance notice prior to Us exercising Our powers of entry. These powers of entry are subject to statutory and regulatory restrictions. Any person authorised by Us will carry and produce a duly authenticated document showing their authority.

5.3 You are responsible for ensuring that Your Energy Meter(s) and all related equipment is not lost, stolen or damaged. If You discover any damage, fault or other issue with Your Energy metering equipment, You must tell Us immediately.

5.4 You must provide unobstructed access to the Energy Meter(s) in relation to the Property for meter readings, maintenance and/or removal (where applicable). If We need to remove, inspect, replace or repair the Energy metering equipment at the Property, except if the loss or damage has been caused by something We have done or failed to do, We may at Our discretion charge You for Our reasonable costs in connection with such activity (unless You are eligible for this work to be done free of charge).

6. Termination and Renewal

6.1 You must continue to pay Us for all Energy supplied to the Property up to and including the day this Contract expires or is terminated in accordance with its terms.

6.2 Subject to **conditions 6.4 and 6.5**, You may end this Contract at any time by giving Us not less than 28 days' notice. We will not charge You an exit fee for ending this Contract.

6.3 Where this Contract ends for any reason and You continue to take a supply of Energy from Us: (i) this Contract shall be deemed to continue until You cease to take a supply of Energy from Us; and (ii) We reserve the right to disconnect the Energy supply at the Property.

6.4 If You are moving properties and give Us at least 2 working days' notice before Your move, this Contract will end on the day You move. If You do not give Us such notice or We hear from the person who's moved into the Property, this Contract will end on the day that is 2 working days after the day You tell Us You have moved or We hear from the new occupier of the Property (whichever is the earlier). Where You move properties, You must give Us Your final meter reading(s) and Your new address so that We can send You a final bill. If You don't provide

Us with Your final meter reading(s) We will use the new occupant's meter reading or Our reasonable estimate to generate Your final bill.

6.5 If We change any of the provisions of this Contract in accordance with **condition 8**, which puts You at a disadvantage, We will notify You at least 30 days before such change. If You do not agree with the change(s), You may:

- a. by giving Us at least 7 days prior notice, end the current Contract with Us and then begin a new contract with Us before the date the change occurs; or
- b. arrange for another Energy supplier to supply the Property with Energy and for that supplier to notify Us that (i) they are Your new Energy supplier (ii) You are registered as a customer of that Energy supplier; and (iii) that Energy supplier has started supplying Energy to the Property, before the change occurs (at which point the Contract will end).

6.6 If You apply to switch to another Energy supplier at any point, You must pay Us any money You owe Us under the Contract. You acknowledge and agree that If You owe Us money due to a failure to make any outstanding payments, We may at Our discretion stop You switching to another Energy supplier. If this happens, We will write to You as soon as We can to explain why We have objected to the switch and the steps You can take to remedy this. If You fail to pay the outstanding amount within 30 days of Our objection You will continue to be charged at the relevant contract rates and, where **condition 6.5** applies, You will have to accept the changes or price rise.

6.7 We may cut off Your Energy supply and/or end this Contract immediately where We reasonably believe that (i) We are required to do so under any applicable laws, judgement, regulations or instruction from any governmental or regulatory body or authority; (ii) You have committed a material breach of this Contract; (iii) someone else has cut off the Energy supply to the Property; (iv) You have interfered with Your Energy Meter(s) or it is proven that You have stolen Energy; and/or (v) You have failed to pay Us any amount by the due date and You have failed to keep to a repayment plan agreed between You and Us.

6.8 Where this Contract terminates or expires for any reason, We will prepare and send to You a final bill or statement. If You provide Us with final meter readings, the final bill or statement will be based on these meter readings. If You fail to do this however, We will use the new occupant's meter reading or Our reasonable estimate to generate Your final bill.

6.9 If after the Contract ends You move to a different Energy supplier and We find out that any of the bills We sent You were not accurate (for example, if We did not receive an actual meter reading when You ended the Contract), We will send You a new bill. If the new bill shows that You owe Us money, You must pay this by the due date on the bill. If You genuinely disagree that You owe this money, You must tell Us straight away.

6.10 If the new bill We send You (pursuant to condition 6.9) shows that You have money (credit) left on Your account, We may use this to pay off any money You owe Us under any other contract. For example, if You have separate contracts with Us for gas and electricity and You are moving one of them to a different Energy supplier, We may use any money We owe You under that contract to pay off money You owe Us under the other contract. We will give You back any money that is left over once any outstanding debts on the other contract have been paid.

7. Liability

7.1 This Contract does not exclude any liability that We are not allowed to exclude by law.

7.2 Our total liability to You (including for negligence or breach of statutory duty or otherwise) shall not exceed £100,000 and We shall not be liable to You for any loss of profit, loss of revenue or any indirect or consequential loss of any type whatsoever.

7.3 If the gas transporter or the network operator causes You any loss or damage, We will only be legally responsible to You for the amount We are entitled to recover from the gas transporter or the network operator (or both) on Your behalf.

7.4 If We are required or entitled to take action under Our gas supply licence, electricity supply licence or any other rules that are binding on Us, We won't be in breach of this Contract.

7.5 We can not (and do not) guarantee that the supply of Energy to the Property will be uninterrupted.

8. Changes to the Supply Contract

8.1 We can change the terms of this Contract at any time. Subject to the other provisions of this **condition 8**, We will give You 30 days prior written notice of any change to the Terms and Conditions, if We raise Our prices and/or if We change any other term of this Contract. If You find the changes unacceptable You may end this Contract in accordance with the process outlined in **condition 6.5**.

8.2 In addition to Our rights to make changes to Your Contract in **condition 8.1**, We may from time to time agree certain changes to the Contract, either because You request them or We do.

- a. If We want to agree any changes with You We will let You know in writing what those changes are.
- b. These changes to Your Contract will only take effect if You confirm to Us that You agree to them. If We do not hear from You within 7 days of receiving notice of the proposed changes, You will be deemed to have agreed to such proposed changes.
- c. We will write to You to confirm any change to Your Contract as soon as possible after You have (or You are deemed to have) agreed it with Us.

8.3 You cannot transfer this Contract to anyone else without Our permission. We may transfer this Contract to any company that can legally supply Energy to the Property.

8.4 If any governmental or regulatory body or authority makes any changes which affects Us and/or there are any changes to any industry documents, then We may need to make changes to this Contract. If this happens We will tell You as soon as reasonably practicable and the changes will come into effect on the day of notification.

9. Complaints Procedure

9.1 If You are unhappy with the service provided under this Contract, You can lodge a complaint by contacting Our customer service department as outlined in Our complaints charter. A copy of this charter is available on Our website or on request.

9.2 If You are still dissatisfied, or 8 weeks have passed since You first registered Your complaint with Us, You can contact the Ombudsman Services: Energy, who can investigate Your complaint on a free and independent basis, and whose decision We are bound by.

10. Domestic Customers' Rights of Cancellation

10.1 If You have agreed to this Contract either following a telephone conversation with one of Our representatives, over the internet, or in writing, You may cancel this Contract within 14 days of entering into it, by giving Us notice that You wish to end the Contract. This is Your cooling off period.

11. General

11.1 In addition to Our standard charges in connection with supplying the Property with Energy, if You require anything additional from Us and/or We incur reasonable costs in connection with the supply of Energy to the Property (for instance meter tests) We shall be entitled to charge You for such reasonable costs We incur including any administration charges.

11.2 If You cancel a metering appointment without giving Us sufficient notice We may charge You a cancellation fee.

11.3 You will allow Us to use any information Your previous Energy supplier has about Your Energy Meter(s).

11.4 Our notices to You will be sent to Your designated correspondents address as set out in Your Start of Supply Letter.

Your notices must be sent to Solarplicity Energy Ltd, Batchworth House, Church Street, Rickmansworth, WD3 1JE or such other address as We specify from time to time. You must include Your customer reference number in any notice You send Us.

11.5 If We do not enforce any parts of the Contract at any time, this will not stop Us from doing so in the future.

11.6 The Start of Supply Letter and these Terms and Conditions, and any documents explicitly referred to in them, are the entire agreement between You and Us.

11.7 Nothing in this Contract affects Our legal rights or powers. Nothing in this Contract excludes any of Your statutory rights that cannot be excluded by law.

11.8 The laws of England and Wales shall apply to this Contract. If there is any dispute between You and Us, it shall be dealt with by the courts of England.

12. Emergencies and Safety

12.1 If You have an electricity emergency, You must report it to Your local electricity distributor, details of which can be found on Your Start of Supply Letter, or on any statement or bill.

12.2 If You have a gas emergency, You must contact the National Grid emergency helpline on **0800 111 999**.

12.3 You must not use the Energy supplied by Us to the Property in any way that endangers people or property, or that could interrupt the Energy supply of any other property.

13. Data Protection

This section explains how We use the information We collect about You, including sensitive information. We are committed to protecting Your privacy and We will tell You if We significantly change the information We ask for or the way We use it.

13.1 We, Our agents and relevant Industry bodies may use and share Your information in order to provide You with services that You have asked for. This includes:

- a. using Your information in order to obtain Your supply number(s) or other relevant information from Your regional distribution company, other suppliers, relevant industry bodies or other industry standard companies. This information may include information about Your Energy Meter readings and equipment or charges You owe Your previous supplier;
- b. You agree that We can provide information We hold about You (such as your name and address and information about Energy Meter readings, equipment or money You owe Us) to other energy suppliers so they can supply the Property with Energy or Energy related services (including for instance any other company supplying renewable energy to You from equipment installed at Your Property) and for the purpose of providing You with bills or statements relating to the supply of Energy or Energy related services by Us or others;

- c. recording and monitoring any communications We have with You, including phone conversations and emails, in order to ensure We are providing a good service, and that We are meeting Our regulatory and legal responsibilities;
- d. verifying Your identity when You make enquires by phone, email or letter;
- e. carrying out Our own market and statistical analysis;
- f. detecting debt (for example by giving relevant information to a credit-reference agency);
- g. detecting theft, fraud, or loss (for example by submitting Your data to the theft risk assessment service in accordance with Our regulatory requirements);
- h. demonstrating and testing computer systems; and
- i. providing information for legal or regulatory purposes (for example when We have been asked to by Ofgem, any governmental department or a solicitor or barrister) or statistical analysis; as well as part of government, local authority or housing association data-sharing initiatives (for example, those designed to help stop fuel poverty, where people cannot afford to pay for Energy).

13.2 We may from time to time contact You in any way with details of up to date products and/or special offers. This may include by letter, email, phone, SMS or other forms of electronic communication. We will, as far as possible, do so in line with any marketing preference that You have provided to Us. You can ask Us not to send You any information on Our offers at any time by contacting Us and giving Us Your account details.

13.3 If We suspect someone has committed fraud or stolen Energy by tampering with the Energy Meter(s) or diverting the Energy supply, We will record these details on Your account and may share this information with Ofgem and other people who are interested (such as other Energy suppliers, landlords and housing associations). We may use this information to make decisions about You, Your character, how likely We think You are able to pay for Your Energy and other relevant services. This may include recording sensitive personal information such as criminal

offences You have been accused of. Also, if the Energy supply to the Property has previously been tampered with, or if Energy has been stolen, or We suspect it has been stolen, We may take this into account when We decide what products or services We can offer You and the terms and conditions We give You.

13.4 If We believe that You (or a member of Your household) need extra care (for example, because of Your age, health, disability or financial circumstances), We may record this in the information We hold about You as part of Our Priority Service Register. We will use this information so that We do not stop Your supply. We may share Your information:

- a. with social services, charities, healthcare and other support organisations, if We believe at any time that they may be able to help You, or the other members of Your household, by making sure there is an Energy supply to Your home;
- b. with other Energy suppliers if We believe You are considering changing supplier (We assess which customers need extra care and record and share this information in line with Energy UK's 'Safety Net Procedures'); and
- c. with the relevant gas transporter, metering agents or network operator.

13.5 You can find out what data We hold about You by e-mailing Us or writing to Us at: Data Protection, Solarplicity Energy Ltd, Batchworth House, Church Street, Rickmansworth, WD3 1JE.

The information that You request will be provided within a maximum of 40 working days. We try to ensure that the information We hold is accurate, up to date and relevant and We will be happy to correct any inaccuracies. There may be a fee of up to £10 for this.

14. Smart Meters

We will write to You before the installation of a Smart Meter, which you may opt-out of receiving at any time prior to the installation of the Smart Meter.

These additional terms will apply if You have a Smart Meter at the Property:

The following definitions shall apply in this **condition 14**:

'Smart Meter' means an Energy Meter which allows Us to view and calculate Your Energy usage without visiting the Property to read the meter.

'Smart Meter Energy Monitor' means a display unit which can connect to Your Smart Meter and show You information relating to Your Energy usage.

14.1 If You have a Smart Meter installed by a previous Energy supplier in Your Property, We may have to treat this as a traditional non-smart Energy Meter until such time as We confirm We are able to connect to this Smart Meter.

14.2 Once We have confirmed We can connect to Your Smart Meter, We will normally attempt to collect readings from Your Smart Meter at least once per month but may take readings more frequently (such as, once per day) if You have opted-in and given Us Your permission to monitor Your Smart Meter in real time or using half-hourly data readings. If You have previously opted-in to such permission, You can opt-out by giving Us notice in writing at any time.

14.3 If We are unable to collect readings from Your Smart Meter We may estimate Your usage in accordance with **condition 4.1**.

14.4 We may also from time to time remotely update and repair Your Smart Meter including transitioning Your Smart Meter to a smart prepayment meter, or disconnect the Smart Meter in accordance with **condition 4.6**.

14.5 The Smart Meter and the Smart Meter Energy Monitor remain Our property or that of Our agents. Your Smart Meter Energy Monitor is also linked exclusively to the Smart Meter in the Property and won't work with another Smart Meter. If You move house, You must leave the Smart Meter Energy Monitor at the Property.

14.6 You must take reasonable care not to damage or interfere with the Smart Meter or the Smart Meter Energy Monitor. If You lose or damage Your Smart Meter and/or Smart Meter Energy Monitor We may charge You for any costs We incur in repairing and/or replacing the Smart Meter and/or Smart Meter Energy Monitor.

14.7 Your Smart Meter Energy Monitor may display an indication as to the cost of the Energy You are using, however this may be displayed differently on any bills or statements You receive. For the avoidance of doubt, the amount

displayed on Your bill or statement will take precedence over that displayed on Your Smart Meter Energy Monitor. You may still dispute this amount in accordance with **condition 4.10**.

14.8 You must tell Us straight away if the Smart Meter or Smart Meter Energy Monitor is damaged or stops working properly and/or if anything happens that might prevent Us from being able to read Your Smart Meter.

14.9 You agree to let Us use the Smart Meter to manage Your Energy supply remotely and allow Us to collect information for Your Smart Meter for so long as We supply Energy to the Property.

15. Additional Terms and Conditions for use of 'My Solarplicity' online account service

15.1 By logging into the online account management service on Our website You confirm that You are either the online account holder in relation to Our Energy supply to the Property, or You are authorised to access the online account.

15.2 By registering for an online account and registering Your Energy account(s) You confirm that You are the account holder in relation to Our Energy supply to the Property, or are authorised to access the account on behalf of the account holder.

15.3 By registering for an online account You also agree to abide by Our privacy policy and cookie policy, both of which are detailed on Our website.

15.4 If You choose, or are provided with, a user identifier and password, You agree to keep this information confidential and not disclose it to any third party.

15.5 If You know, or suspect, that anyone other than You knows Your user identifier or password, You must promptly notify Us by contacting Our customer services team on the contact details provided.

15.6 We do not guarantee that Our website will be secure or free from bugs or viruses.

15.7 We will not be liable for any loss or damage caused by any viruses, bugs, or other technologically harmful material which may infect Your information technology.

15.8 You are responsible for maintaining the security of Your own information technology which is used to access Our website.

15.9 You must not knowingly introduce viruses, Trojans, worms, logic bombs, or other material which is malicious or technologically harmful to Our site or systems. You must not attempt to gain unauthorised access to Our site or systems. You must not attack Our site via a denial-of-service attack or distributed denial-of-service attack. By knowingly doing any of the above You will be committing an offence under the Computer Misuse Act 1990 and will be reported to the relevant authorities.

15.10 In order to benefit from any online account management discount (if offered) You agree to receive all further communications from Us via Your online account management service.

16. LED Lighting Replacement Service

16.1 The LED Lighting Replacement Service will only be provided to You if You satisfy all of the following requirements:

- a. You are the owner, occupier or the tenant of the Property;
- b. You have a Contract with Us which is eligible for the LED Lighting Replacement service and you have not previously benefited from our LED Lighting Replacement service.
- c. At the time of ordering You are not in breach of this Contract, including any overdue payment(s).

16.2 We will use reasonable endeavours to carry out the LED Lighting Replacement Service as soon as practicable after the Contract starts and any "cooling off" period has expired.

16.3 We or Our agents will only provide LED Light Bulbs based on estimated annual consumption figures for the Property and a derived maximum number of interior light fixtures based on this consumption information. We reserve at Our sole discretion, the right to charge You for the cost of any surplus LED Light Bulbs above this derived maximum.

16.4 We reserve the right for Us or Our agents to access the Property in accordance with **condition 5**, to verify the number of light fixtures based on the derived maximum outlined in **condition 16.3**.

16.5 We retain the absolute discretion to determine which LED Light Bulbs are provided to You as part of the LED Lighting Replacement Service.

16.6 Information that we have provided to You regarding the energy efficiency of the LED Light Bulbs are provided to Us by the manufacturer. Given that any potential saving on Your electricity bill will depend upon Your usage of the same, We provide no guarantee that the LED Light Bulb(s) will provide any saving on Your electricity bill. Please go to: www.solarplicity.com for further details.

16.7 The LED Light Bulbs provided by Us are covered by a manufacturer's warranty. We do not provide You with any additional warranty or guarantee on the operation or effectiveness of the LED Light Bulbs. We will use reasonable endeavours to provide You with the details of the manufacturer warranty after carrying out the LED Lighting Replacement Service.

16.8 If You notify Us in writing that a LED light bulb is defective We will provide a replacement provided that: (i) the replacement of the relevant LED light bulb is covered by its manufacturer's warranty at that point in time; (ii) We are providing Your Energy on the date You requested a replacement; (iii) You are not in breach of this Contract, including any overdue payment(s); and (iv) We have not received a termination notice from You under **condition 6** of this contract.

16.9 Condition 16.8 does not apply to any defect in an LED Light Bulb caused by damage, accident, negligence, incorrect installation or failure to follow any reasonable instructions by You or anyone at or in the Property. Where We have cause to believe any defect has been caused by incompatibility with transformers, light fixtures or other fittings We may, at Our sole discretion, require You to resolve such issues before We send out a replacement LED Light Bulb.

16.10 We assume no liability for any direct, indirect, special or consequential losses, costs or damages to You or the Property arising from the installation or otherwise by You of any LED Light Bulbs.

16.11 We reserve the right to withdraw the LED Lighting Replacement Service (including on-going replacement of defective LED Light Bulbs under **condition 16.8**, in which case You will need to contact the manufacturer directly) at any time without notice to You.

16.12 Notwithstanding **condition 7**, Our liability to You to the extent it can be limited by law in respect of the LED Lighting Replacement Service shall be limited to the value of the LED Light Bulbs provided to You during the term of the Contract.

17. Green Deal Extra Terms and Conditions

17.1 If you or the landlord enters into a Green Deal plan for your property, or if the person who previously owned or lived in the property entered into a green Deal plan there are a few extra terms and conditions for you.

17.2 You agree to pay us the Green Deal charges, we'll send them on to your green deal provider.

17.3 If you don't pay the Green Deal charges, we'll have the same right as if you owed us any other money under these terms and conditions.

17.4 If you owe us any money (including Green Deal charges) and we receive a part-payment (either directly or from you indirectly, like through a debt collector), we'll pay off the Green Deal charges proportionately.

17.5 That means that the proportion of any part-payment going to Green deal charges will be the same as the Green Deal charges proportion of the total debt.

18. Fixed Contract Extra Terms and Conditions

18.1 We will honour the fixed prices set out in the start of Supply Letter for the Fixed Price period unless prevented from doing so by the actions or requirements of any governmental or regulatory authority. As VAT is added to our Charges, any increase (or decrease in the rate of VAT will also change the amount you pay).

18.2 We will contact You approximately six weeks before the end of the Fixed Price Period to inform You of Our tariffs that are available at the end of the Fixed Price Period and Your options in respect of those tariffs. You are under no obligation to renew Your fixed term contract with Us. If you do wish to renew Your contracts with Us for one of the suggested tariffs You must express agreement to a new fixed term either in writing or by recorded verbal contract.

18.3 If You wish to terminate this Contract prior to the end of the Fixed Price Period You may do so without notice, however You will be liable to pay Us a termination fee in accordance with your Tariff and as detailed in your Start of Supply letter (tariff information can also be found on our website (URL to TIL). We will not charge You this fee if we receive Your application to switch Energy suppliers up to 49 days before the end for the Fixed Price Period. Without prejudice to the above, where this Contract is terminated by You or Us for any other reason at any time, we reserve the right to charge You a termination fee per fuel. Additional cancellation charges may apply if you take up the LED Lighting Replacement service - please see **condition 16** for more details.

18.4 Certain exceptions to **condition 18.3** shall apply. These include, but are not limited to, certain promotional tariffs which specifically exclude termination fees, certain tariff switches and other exceptional circumstances reviewed on a case-by-case basis.

18.5 Unless the Contract is terminated, or You agree a new fixed term contract with Us in accordance with condition 18.2, You shall be automatically transferred at the end of the Fixed price period onto our cheapest available variable tariff, standard terms and conditions apply.

Section A

National Terms of Connection

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 into this Contract and it affects Your legal rights. The NTC is a legal agreement.

It sets out rights and duties in relation to the connection at which Your network operator delivers electricity to, or accepts electricity from, Your home or business. There is no similar agreement for gas.

If You want a copy of the NTC or have any questions about it, please write to:

Energy Networks Association 6th Floor,
Dean Bradley House, 52 Horseferry Road,
London, SW1P 2AF

Phone: **0207 706 5137**

Website: **www.connectionterms.org.uk**

Supply Characteristics

The electricity delivered to the Property through the network will normally be at one of the voltages stated below and will have the frequency, number of phases, and margins of variation associated with it: connection voltage and permitted variations: at 400/230, 460/230 and 230 volts, plus 10% or minus 6%; and, number of phases of supply: at 400/230 volts, three phase; at 460/230 volts and 230 volts, one phase; and frequency of supply and permitted variations; at all voltage levels, 50 hertz, plus or minus 1%.

The gas supplied to the Property under this Contract shall be at the pressure laid down in the network operator's code. Your gas supply may be interrupted or be of lower quality due to circumstance beyond Our control or the control of the network operator. In an emergency, or if We are required by law, We or the Network Operator may need You to stop using gas.

If notified, You must stop using gas immediately and You may only resume doing so once We or Your network operator have given the go ahead.



Batchworth House
Church Street, Rickmansworth
WD3 1JE

 **0333 004666**

 **theteam@solarplicity.com**

www.solarplicity.com

Registered address: Unit 8 Peerglow Centre,
Marsh Lane, Ware, Hertfordshire, SG12 9QL

The gas supplied to the Property under this Contract shall be at the pressure laid down in the network operator's code. Your gas supply may be interrupted or be of lower quality due to circumstances beyond Our control or the control of the network operator. In an emergency, or if We are required by law, We or the Network Operator may need You to stop using gas. If notified You must stop using gas immediately and You may only resume doing so once We or Your network operator have given the go ahead.