



## Terms & Conditions

### For the Supply of Gas and Electricity to our Domestic customers

Southend Energy is a partnership between Southend-on-Sea Borough Council and Robin Hood Energy, an energy supply company. Robin Hood Energy are licensed by Southend-on-sea Borough Council to sell energy to you using their brand. Your contract for supply is made with Robin Hood Energy. These are our terms and conditions for the supply of gas and electricity to your property. These terms and conditions, along with the tariff form the contract between us - Robin Hood Energy - and you, our Customer. They are important legal documents, please read them carefully and keep them safe.

Depending on your Tariff, or if you have a Green Deal, Smart Meter or receive Feed-in-Tariffs, there may be other terms, which supplement these terms and conditions.

## Definitions

We use certain key words in these terms and conditions, which we have defined below. In other clauses where we use an important term, we will explain it there for clarity. Any reference to "you", "your", "you're" and "customer" relates to the Account Holder for the Property. Any reference to "us", "we" and "our" relates to Robin Hood Energy Ltd., company number 08053212. Any reference to "meter" or Smart Meter refers to the equipment used to measure the amount of Energy used in the Property and to provide information about it. Any reference to "month" or "monthly" relates to a calendar month or occurring every calendar month respectively.

**Account Holder** - a customer holding an account with us when we supplied their Energy, both in the past or present.

**Agent** - our representative who may need to visit your Property or contact you. This can include anyone who directly works or contracts for us, our third party service providers and any white label provider who we partner with to Supply your Property.

**Bill** - a request for payment for consumption of Energy used over a specified time-period.

**Calendar Days** - this includes public holidays and weekends, as well as all weekdays.

**Communications Hub** - this may form part of your Smart Meter and will enable your Smart Meter and IHD to connect to each other across the HAN. The Communications Hub will also allow us to communicate with the Smart Meter remotely via the WAN. This means meter readings can be taken automatically and you should not have to submit them manually.

**Contract** - the contract under which we agree to supply Energy to your Property and which includes a Deemed Contract unless otherwise stated.

**Credit Mode** - Smart Meters have the functionality to switch between payment modes remotely. If your Smart Meter is in Credit Mode, then it is configured to enable payment for Energy in arrears.

**Deemed Contract** - a variable Contract deemed to have been made between you and us for the Supply of Energy to your Property, without you taking any of the actions outlined in clause 1.1 and where clause 1.2 applies.

**Direct Debit** - an instruction made from you to your bank or building society that authorises us to collect a fixed or variable amount from your account automatically.

**Distribution Network Operator (DNO)** - means the company licensed by Ofgem that operates the electricity distribution system that delivers electricity to your Property.

**Energy** - the gas and/or electricity provided to you at your Property. You may consume one or both fuels.

**Feed-in-Tariffs** - A Government scheme which we participate in and which encourages the uptake of small-scale renewable and low carbon electricity generation technologies. The scheme requires us to make payments for electricity generated and exported by eligible installations.

**Gas Transporter** - means the company licensed by Ofgem that operates the gas transmission system used to transport gas to your Property.

**GBP** - British pound sterling.

**General Data Protection Regulation (GDPR)** - this regulation defines how companies may collect and process the personal information of individuals within the European Union (EU), and came into effect on May 25, 2018.

**Government** - the establishment that possesses the authority to govern the United Kingdom at any given time, including, but not limited to, at a regional and national level.

**Green Deal** - A Government initiative that allows home-owners to pay for energy saving improvements to their Property through their electricity Bill or Pay-As-You-Go Meter.

**Green Deal Bill Payer** - the individual responsible for paying the Green Deal Charges. Green Deal Charges - a payment that is required to be made by a Green Deal Bill Payer, as referred to in the Energy Act 2011.

**Green Deal Plan** - means an agreement with a Green Deal Provider to make energy saving improvements to a property under the Green Deal. The agreement could have been made by you, your landlord, or someone who used to live in the Property.

**Green Deal Provider** - an individual who is authorised to provide a Green Deal Plan and has provided a Green Deal Plan to either you, your landlord, or someone who used to own or live in your Property.

**Home Area Network (HAN)** - means in relation to a Smart Meter, the home area network operating within one or more harmonized frequency bands. This enables the Smart Meter, IHD, Communications Hub and any other relevant connected device to communicate with each other. This will typically cover an area no greater than your Property.

**In-Home Display (IHD)** - means a device provided to you which is compliant with the IHD Technical Specifications and is capable of communicating with your Smart Meter via the HAN. An IHD will display information about your Tariff, Energy consumption and charges.

**Network** - the system of wires and/or pipes used to deliver Energy to your Property.

**Office of Gas and Electricity Markets (Ofgem)** - means the independent national regulatory authority for the energy markets in Great Britain.

**Pay-As-You-Go** - refers to the payment method for any Account Holder with a Pay-As-You-Go Meter installed at the Property or a Smart Meter operating in Prepayment Mode, and which requires the Account Holder to pay for their Energy in advance.

**Pay-As-You-Go Meter** - a meter that requires you to pay for your Energy in advance by adding a monetary value to a 'key', token or card which is then inserted into the meter.

**Prepayment Mode** - Smart Meters have the functionality to switch between payment modes remotely. If your Smart Meter is in Prepayment Mode, then it is configured to enable payment for Energy in advance. Unless otherwise specified, any reference to a Pay-As-You-Go Meter also refers to a Smart Meter operating in Prepayment Mode.

**Property** - the premises to which we supply Energy under the Contract.

**Receipt-of-Bill** - means a payment method.

**Security Deposit** - means a deposit of money from you where requested by us as security for the payment of our charges. We cannot request a Security Deposit if you Pay-As-You-Go or if it would be otherwise unreasonable to do so.

**Smart Meter** - Means a meter that is capable of recording Energy consumption data for at least daily time periods and that can send automatic meter readings from when connected to our systems via the WAN either directly or indirectly using central industry systems which we can access.

**Statement** - a communication sent by us detailing key information about your Tariff and Energy consumption.

**Supply** - the Supply of Energy to your Property.

**Tariff** - the price that you will pay for your Energy. Details of our Tariffs can be found online or upon request.

**Termination Fee** - means a specified sum of money that we may demand from you under the Contract, where you terminate the Contract before the end of any fixed term that applies to it, unless clause 7.6 applies. We will always tell you if a Termination Fee, including the value, applies to a Tariff that you're switching too. Unless otherwise specified, any Termination Fee will apply to gas and electricity Tariffs separately.

**Wide Area Network (WAN)** - means in relation to a Smart Meter, the connection established between your Communications Hub and our systems, which enables us to communicate with your Smart Meter remotely.

**Working Day** - any day except Saturday, Sunday and the bank holidays of England and Wales.

## 1. About your Supply Contract

When you enter into a Contract with us, you are confirming that you either own or live at the Property, or that you are responsible for it and that it is able to receive Energy via a mains Network (or will be when we start to Supply your Property).

### When does your Contract start?

**1.1** Your Contract with us will start when either of the following occur: a. we agree over the phone or in person to Supply your Energy; or b. you click to confirm that you have accepted these terms and conditions, if you apply online.

**1.2** If you didn't enter into a Contract with us in either of the ways described above, but we are providing Energy to your Property, we will treat you as if you have accepted these terms and conditions; you will be in a Deemed Contract with us when: a. you move into your Property; b. your tenants move out of your Property (if you are the landlord); or c. you become responsible for your Property.

**1.3** We will place you on a Deemed Contract with us, which will include a variable Tariff, until you contact us to discuss your Tariff, and you will be responsible for any other related charges we describe in these terms and conditions whilst on our Deemed Contract. Further details about our Deemed Contract Tariff are available upon request.

### Your right to cancel the Contract.

**1.4** You have a fourteen (14) Calendar Day 'cooling-off' period from the day after your Contract was made, to cancel your Contract with us. You do not need to provide a reason.

**1.5** To cancel your Contract, you will need to contact us. You can do this by: a. writing to us at:

**Robin Hood Energy, PO Box 10461, Nottingham, NG1 9JS;** or b. calling us free on: **0800 030 4567;** or c. emailing us at: **customerservice@robinhoodenergy.co.uk**

**1.6** We aim to take over responsibility for your Energy Supply within twenty-one (21) Calendar Days from the earlier of; the day your 'cooling-off' period ends or the day we start the process to take over your Energy Supply. In some cases, it may take longer. This can happen if: a. you ask to delay the switch of your Supply to us; b. we are stopped from taking over your Supply by your old supplier; c. we need you to give us further information to enable us to complete

the switch, and we have taken all reasonable steps to obtain the missing information; or d. something outside of our control happens.

**1.7** Unless you have told us not to do so prior to entering into a Contract, we will begin the process of switching your Energy Supply before your fourteen (14) Calendar Day 'cooling-off' period ends. However, you are still able to cancel your Contract at any time within the fourteen (14) Calendar Day 'cooling-off' period.

**1.8** We will send you a welcome pack that will tell you when we expect to start supplying Energy to your Property. If we already do, we will continue doing so.

**1.9** Your previous supplier will be responsible for your Supply until we switch you over to us. Once the switch is complete, we will tell your old supplier that we have taken over your Supply.

**1.10** If you use your Property for business purposes you must tell us and we may offer you a different Contract.

## **2. Your Tariff and charges**

### **Tariff.**

**2.1** Our prices and conditions vary and are dependent on your chosen payment method.

**2.2** Our Energy prices are set out in your Tariff, of which you will get a copy in your welcome pack. If you are on a fixed price Tariff, your welcome pack will tell you when the fixed price term ends. This information will also be included on every Bill or Statement that we send to you.

**2.3** If you are on a fixed price Tariff, we will contact you before your fixed term comes to an end to advise you of this. If you have not chosen a replacement Tariff by the time your fixed term has ended, we will transfer you onto our cheapest similar standard variable or fixed term Tariff.

**2.4** Unless otherwise specified, our Tariffs consist of the following charges: a. a 'standing charge' - a fixed daily charge for your Supply; and b.a 'unit rate' - an amount per unit of gas and/or electricity you use. The rate may depend on the time of use.

**2.5** If you are on a Deemed Contract or variable Tariff, your unit rate and/or standing charge can vary. If there is a price change to your disadvantage, we will contact you in advance.

**2.6** All of our Tariff prices and charges are subject to UK taxes, including Value-Added Tax (VAT). Where there is a change in the rate of VAT, we may increase our Tariff prices and charges to account for that increase. This applies for both variable and fixed term Tariffs.

**2.7** If your Property has a Green Deal Plan, we will collect Green Deal Charges from the Green Deal Bill Payer and send them to the relevant Green Deal Provider (or their nominee). We will only collect Green Deal Charges once we are supplying Energy to the Property. Where you were already a Green Deal Bill Payer prior to being our customer, we will continue to collect Green Deal Charges.

**2.8** If you are on a fixed price Tariff, we won't extend the duration of the fixed term of the Tariff you have signed up to without your agreement. This does not include where your fixed term has come to an end and we transfer you to a new fixed term Tariff in accordance with clause 2.3.

**Other charges not included in our Tariffs** There may be instances where we have to charge you for other costs that aren't included in your Tariff. Wherever possible, we will discuss these charges with you before we incur them. Some of these costs or charges, which may be incurred by our Agents, are listed below: **a.** if you ask us to exchange, inspect and/or service your meter but no fault is identified, or request it to be moved to a more convenient position and we have not considered this to be required as a priority service; **b.** Where you have missed an appointment to install a Smart Meter at your Property for the first time, or have not provided at least two (2) Working Days' notice before the appointment that you are unable to attend; **c.** if we need to take steps to recover an outstanding debt from you. We will only seek to recover reasonable costs that we incur, which could include late payment interest, administration costs, costs of trying to contact you, to visit you, obtaining a warrant to enter your Property and installing a Pay-As-You-Go Meter; **d.** if we need to visit your Property in circumstances where you are not meeting your obligations under this Contract, despite us offering or trying to contact you by letter, phone or email, including keeping to agreed appointment times; **e.** if you interfere or tamper with your gas and/or electricity meter, and/or you are found to be stealing Energy; **f.** if you are a Pay-As-You-Go customer and we need to replace any lost or damaged top-up device; **g.** if you live in a newly built residential Property, there may be additional charges we have to pay to use the Networks needed to provide Energy to you; and **h.** if we have to visit your Property and stop, disconnect or reconnect your Supply.

**2.9** If we change the price of our Tariffs, we can use an estimated meter reading on the date of the price change. We will use the old prices for the Energy we estimate you have consumed until that date, and the new prices will apply from the date that the price change is effective. If you provide us with an accurate meter reading on the date of the price change, we will use that reading to ensure you are billed accurately.

## **3. Paying for the Energy we Supply you**

**3.1** There are a number of ways you can make a payment; **a.** if you are a Pay-As-You-Go customer we will not send you Bills whilst we Supply your Property. Instead, we will send you a Statement, at least every 12 months, showing your Energy consumption. You pay for your Energy by topping up your Pay-As-You-Go Meter or Smart Meter operating in Prepayment Mode; **b.** if you pay by a fixed Direct Debit, we will send you a monthly or quarterly Statement. We will also send you an annual Statement, showing your Energy consumption for that period; **c.** If you pay by fixed Direct Debit and you are in credit on your account, we will reimburse you with an agreed-upon amount upon request; **d.** if you pay by a variable Direct Debit, we will send you a monthly or quarterly Bill and collect the stated amount on the agreed-upon date. We will also send you

an annual Statement showing your Energy consumption for that period; or **e.** if you pay on receipt-of-bill, we will send you a monthly or quarterly Bill, to be paid by the date stated on the Bill. We will also send you an annual Statement, showing your Energy consumption for that period.

**3.2** All Bills and Statements will be based on actual or estimated meter readings. It is important that you provide us with your actual meter readings, to ensure that your Bill or Statement is accurate.

**3.3** If you think your Bill or Statement is incorrect, please contact us and we will review your account. In the meantime, please continue to make regular payments. If we find that the value of the Bill or Statement was incorrect, we will re-issue you with a revised Bill or Statement.

**3.4** If you are a Green Deal Bill Payer, we will use the same payment method you use to pay for your Energy, to collect Green Deal Charges from you.

### **If you struggle to make a payment.**

**3.5** If you find it difficult to make a payment, please contact us as we will always do everything we can to help you. You will find a list of ways to pay on your Bill or Statement.

**3.6** If you struggle to make payment, we may ask you to pay in a different way, for example, by having a Pay-As-You-Go Meter installed at your Property.

**3.7** If we install a Pay-As-You-Go Meter, we can charge you for any incurred costs.

**3.8** If we install a Pay-As-You-Go Meter or you stop paying by Direct Debit, your Tariff prices may increase. If they do, we will give you at least seven (7) Working Days' notice in writing.

**3.9** If you pay for your Energy by Direct Debit and the payment is unsuccessful, we will attempt to take a payment from you a second time under that Direct Debit. If this attempt is also unsuccessful, then we may change your payment method from Direct Debit to payment on receipt-of-bill. We will tell you in advance if we plan to do this.

**3.10** If you wish to cancel your Direct Debit, please inform us as early as possible before cancellation, so that we can discuss with you the best way for you to pay for your Energy.

**3.11** If you don't pay a Bill or Statement sent to you, we can charge you interest at a rate of three percent (3%) above the current Bank of England base rate annually. We can start charging interest twenty-eight (28) Calendar Days after we have made a request for payment and the charges remain unpaid. We will always inform you of this in advance by sending you a reminder.

### **If you have an outstanding balance.**

**3.12** If you have an outstanding balance, we will decide how we use any payment you make to pay it off. We may decide to pay off your outstanding amounts first, or pay off any other costs you may owe us.

**3.13** You agree to pay us any money you owe from previous Contracts with us. You also agree to pay us: **a.** any money owed to your old supplier, where you have agreed to transfer this debt to us; and **b.** any reasonable administration fees, so long as we inform you about them. **Incorrect Bills/Statements.**

**3.14** If we are no longer your supplier and we identify that one or more of your Bills were sent to you with an incorrect value, we will send you a revised Bill as soon as we reasonably can.

**3.15** If the revised Bill requests further payment from you, you will be asked to pay it by the date shown on the Bill. If you disagree with this Bill, let us know immediately so that we can investigate this for you.

**3.16** If we discover that we haven't correctly charged you for Energy, we are not allowed to send you a revised Bill seeking additional payment for unbilled Energy consumed more than twelve (12) months prior to the error being detected and our revised Bill being issued. This clause does not apply where: **a.** we have previously sent you a Bill requesting the sum of monies to be paid, within twelve (12) months of the date that the Energy was consumed; or **b.** you obstruct our ability to accurately bill you in a manner that is unreasonable.

**3.17** This clause will remain in force after your Contract ends with us and we've sent you a final Bill.

## **4. Meters and access to your Property**

### **Meter readings.**

**4.1** Please provide us with a meter reading at the start of your Supply to ensure that your opening read with us is accurate. This can be either five (5) Calendar Days before or after your change of supplier date.

**4.2** If you haven't given us a meter reading, and we can't take one, we'll estimate your opening meter reading when we start to Supply your Property.

**4.3** To help make sure your Bills and Statements are accurate, please provide us with meter readings at least four times a year. If you give us a meter reading, we will take all reasonable steps to include it in your next Bill and/or Statement.

**4.4** If we don't think your meter reading is accurate, we will do everything we reasonably can to contact you and request a new read. If we don't receive a read, we will estimate a read for you.

### **Providing a meter.**

**4.5** As your Energy supplier, you agree for us to provide you with a meter and any associated equipment for the accurate measurement of Energy supplied to your Property.

### **Looking after the meter.**

**4.6** It is your responsibility to ensure that the meter and associated equipment in your Property is not damaged or interfered with.

**4.7** It is a criminal offence to tamper with a meter.

**4.8** If you have reason to believe the meter is damaged, there is a fault or problem with it, or that it may have been tampered with, you should inform us immediately.

**4.9** It is important that the meter is always accessible so that we, or our Agents, can read it. If access to the meter is obstructed, you may have to pay the cost we incur in removing the meter or the obstruction.

## Access to your Property.

**4.10** You must allow us, our Agents, the Gas Transporter and/or the Distribution Network Operator (DNO) to access your Property, to inspect and/or work on any meters which we Supply Energy too in the following circumstances: **a.** at any time in an emergency; or **b.** to carry out a safety inspection of the meter and maintain or test the meter if required; or **c.** to obtain a reading; or **d.** to renew or replace the meter.

## 5. Interruptions to your Supply

**5.1** We can refuse to Supply you with Energy in the following circumstances; **a.** your current supplier prevents us from supplying you with Energy; or **b.** your Supply has been stopped either by us, the Gas Transporter, the DNO or another supplier, and we are prohibited by regulations or not required to reconnect your meter or continue to Supply your Property. This can happen if, for example, you've interfered with your meter; **c.** if we are not willing to accept your meter. This might happen because of the type of meter installed in your Property or if we believe your meter has been tampered with. **d.** if we are unable to start providing Energy to your Property because a physical connection to the Network that is required in order to Supply the Energy has not yet been made; **e.** if a metering arrangement is required with a third party supplier and is not yet in place; or **f.** something outside of our control happens.

**5.2** We can stop your Supply for the following reasons; **a.** if it isn't reasonable for us to carry on supplying you, for example, you haven't paid your Bill despite receiving several reminders. We will inform you at least seven (7) Working Days before we stop your Supply; **b.** if there is an emergency; or **c.** if we are legally required to stop your Supply.

### Using your gas Supply.

**5.3** If, for any reason, we tell you to stop or restrict using gas, you must do so straight away until we tell you it is safe to start using it again.

**5.4** If the Supply of gas to your Property is interrupted by the Gas Transporter, we will pass on to you any relevant financial compensation we receive from them, within ten (10) Working Days of receipt.

### Using your electricity Supply.

**5.5** If the Supply of electricity to your Property is interrupted by the DNO, we will pass on to you any relevant financial compensation we receive from them, within ten (10) Working Days of receipt.

## 6. Changes to this Contract

**6.1** We can change the terms and conditions of this Contract at any time, including prices and payment methods, unless we've agreed with you that we won't.

**6.2** Where you are on a fixed price Tariff, we won't make any changes which are to your disadvantage during your fixed price term, unless you have an outstanding debt with us as detailed in clause 3.

**6.3** If we make a change, we'll inform you in writing.

**6.4** If you don't agree with any changes that we make to this Contract, please contact us. If any changes are unacceptable to you, you may be able to switch to a new Tariff with us or you may decide to end your Contract with us and switch to another supplier, subject to clause 7.9. If you decide to switch, depending on the nature of the changes and your Tariff, you may be required to pay any relevant Termination Fees.

### Changes for variable Tariffs (not for fixed price Tariffs)

**6.5** If we propose to make any changes which are to your disadvantage, or if we increase your Tariff prices, we'll let you know at least thirty (30) Calendar Days before any change or price increase occurs.

**6.6** If you arrange for another supplier to Supply your Property and we are notified by that supplier within twenty (20) Working Days after any change or price increase has effect, any change or price increase will not apply to your account. Your new supplier will have to start supplying your Property within a reasonable period after notifying us that you have switched.

**6.7** Together, we may mutually agree to make changes to your Contract. However, if any change is to your disadvantage, we will explain this to you in Writing before we agree to the change. You will then need to confirm with us that you wish to proceed with the change.

## 7. How to end your Contract with us

**7.1** You can end this Contract at any time as long as: **a.** you do not have an outstanding debt and you have switched to another supplier; or **b.** you have an outstanding debt but we have not objected to you switching to another supplier or have agreed to transfer your outstanding debt to the new supplier **c.** we stop your Supply where we have agreed with you to do so;

**7.2** This Contract will also come to an end on the date you move out of your Property provided you inform us at least two (2) Working Days before that date. If you are still the owner when you move out, you will remain responsible for paying for the Energy we Supply to the Property, including any standing charge that accrues or other relevant supply charge that we incur, until a new owner or occupier takes over responsibility for the Property.

**7.3** If you don't inform us at least two (2) Working Days before you move out of the Property, this Contract will continue until: **a.** two (2) Working Days after you inform us you have moved out and no longer own the Property; or **b.** the date someone else agrees to be responsible for the Supply at your Property, whichever happens first.

**7.4** If your Property has a Green Deal Plan, you will also be liable to pay the Green Deal Charges after the Contract has ended, until you are no longer the Green Deal Bill Payer.

**7.5** If you are on a fixed price Tariff, you may be required to pay a Termination Fee if you end your Contract during the fixed term.

**7.6** If your Tariff includes a Termination Fee, it will not be applied if: **a.** you are within your fourteen (14) Calendar Day 'cooling-off' period; **b.** you gave notice to terminate on or after forty-nine (49) Calendar Days before your Tariff is due

to end; or **c.** You move Property, but you register with us at your new Property within an agreed period of time.

**7.7** When you end this Contract, we will ask you to provide an accurate meter reading. If we don't receive an accurate reading, you may have to pay the difference between the reading you gave us (or the one we estimated) and your opening read with your new supplier.

**7.8** We will do everything we reasonably can to send you your final Bill or Statement (depending on your account type) within six (6) weeks of the Contract end date.

**7.9** You are required to pay for all of the Energy that you have used until the end of your Contract, including any outstanding debt. Until you have done so we may object to you switching to another supplier. If we object, we will let you know the reasons why and what you need to do to resolve this. You will be responsible for any charges incurred up until our Contract with you comes to an end.

### We can end our Contract with you for the following reasons:

**7.10** We can end our Contract with you immediately if: **a.** you breach any of the Contract's terms and/or conditions; or **b.** Ofgem instruct another supplier to take over your Supply.

**7.11** If you are on a variable Tariff and we intend to end our Contract with you, we will provide you with at least twenty-eight (28) Calendar Days notice.

### What happens if we owe you money when the Contract ends.

**7.12** It is your responsibility to provide us with an accurate final read so that we can determine if we owe you any money.

**7.13** If the Contract is ending because you are moving out of your Property, please provide us with your new address so that we are able to contact you about any refunds that may be due to you.

**7.14** If you have chosen to pay by Direct Debit, you should not cancel your Direct Debit mandate so that we can refund any monies that may be owed to you.

**7.15** If you are a Pay-As-You-Go customer, any unused credit at the end of your Contract will be refunded in accordance with clause 16.5, unless we have agreed to transfer the balance to your new supplier in accordance with any future industry initiatives.

**7.16** Where you request a refund via a specific payment method, we will refund you via that payment method unless it is fair and reasonable in all the circumstances to use an alternative method. For example, where the cost of the specified payment method is disproportionate to the amount of the refund.

**7.17** If we have issued a refund to you by cheque and this has not been cashed within twelve (12) months of its issue date, we will cancel it. After this date, you will need to contact us and request a replacement cheque to be issued.

**7.18** If you have multiple accounts with us and you have outstanding charges on at least one of your accounts, we may use any credit balances on your closed accounts to pay off outstanding charges on any of your other accounts.

**7.19** If the amount of any refund due to you is significant and we have made reasonable attempts to contact you but have been unable to, we may pass your details to licensed entities to help us get in touch with you.

**7.20** Refunds can be claimed by the Account Holder within a period of three (3) years from the issuance of the final Bill. Where we have made all reasonable attempts to return your credit balance to you and it has been three (3) years since the issuance of your final bill, we will cancel the credit balance on the account. This money then be donated to a fuel poverty initiative or charity of our choice.

**7.21** In the event that the Account Holder is deceased, refunds may be claimed by a representative of the Account Holder holding a grant of representation (for example probate).

### If you owe us money when the Contract ends.

**7.22** If you pay by fixed Direct Debit and, at the end of your Contract, you have an outstanding debt, we will take the full amount owed. This may be more than the usual fixed amount, but we will give you advance notice informing you of the amount we propose to take.

## 8. Limitation of liability

**8.1** We do not exclude our liability for death or personal injury due to negligent acts committed by us or our Agents, nor do we exclude our liability for fraudulent acts.

**8.2** We will not, under any circumstances, be responsible for: **a.** any indirect, consequential financial loss or damage, such as loss of profit, income, business, contracts, goodwill or expenses; or **b.** any loss or damage which could not have been reasonably expected by either yourself or us when we entered this Contract with you.

**8.3** Our responsibility to you if you suffer any reasonable loss or damage will be limited to no more than one (1) million GBP for each event, or a combined number of connected events, that cause you loss.

**8.4** If you suffer any loss or damage caused by the gas transporter or the DNO, we will only be responsible for the amount we are able to recover from them on your behalf.

## 9. Information we hold about you

**9.1** We will, at all times, act in compliance with the provisions of data protection laws which apply, such as the Data Protection Act 2018 and, the GDPR. In particular we will only ever use your information as described in the rest of this clause 9 and as detailed in our Privacy Notice.

**9.2** We may gather information about you in a number of ways, for example, you may give it to us, we may collect it when corresponding with you or it may be collected from the meter or associated equipment. We may also get information from companies that offer databases of information.

**9.3** For the purposes of providing our services to you, we and our Agents can use your information for the following reasons (and as described in more detail

in our Privacy Notice): **a.** to provide the services to you under your Contract, which can include loyalty and incentive programmes; **b.** to contact you to discuss your account and the services we are providing; **c.** to create statistics, test computer systems and perform analysis. The formation and analysis can include details about you and your household, your income and your lifestyle. It can also include the way you use Energy; **d.** to help prevent and detect debt, fraud and financial loss; **e.** to help us keep you, your family and your household safe and secure; **f.** to help us train our staff.

**9.4** For the purposes of marketing, we can use information you give us to create statistics to target our marketing activities.

**9.5** We may monitor and record any of your communications with us, including telephone conversations and emails, to make sure we are giving you a good service and meeting our regulatory and legal responsibilities.

**9.6** We and our Agents can use any information we have about you to contact you in relation to our services. This can include, but is not limited to, by post, email, telephone, text message or any other kind of electronic communication.

**9.7** If we contact you to tell you about offers relating to our services, we will try to do so by sending our marketing information via your preferred channel.

**9.8** If you no longer have an account with us, or if you don't receive our services anymore, we can still keep your information so we can let you know about offers regarding our services and offers from other companies that we believe you might be interested in. We will only keep your information for a reasonable length of time and after that we will dispose of it securely.

**9.9** You can contact us at any time and request that we do not contact you for marketing purposes.

#### **Sharing your information with others.**

**9.10** We will never sell any information we hold about you to any third parties so they can market to you.

**9.11** We can share your information with organisations that may use this information for the purposes described in our Privacy Notice. Examples of these are: **a.** to contact you about the services we provide and to ask you to participate in customer satisfaction surveys; **b.** to give information to members of your family, household or someone permitted by you to act on your behalf, or those who introduced you to us, for example your landlord or letting agent; **c.** to help prevent and/or detect debt, fraud or theft. This can include giving information about you to debt and financial advisors; **d.** to transfer some or all of a debt you have to another organisation, for example a debt collection agent; **e.** to provide information we are legally required to provide; **f.** for current or future legal action; **g.** to take part in any data-sharing initiatives run by the Government, regulators or the industry, for example, initiatives for reduction in fuel poverty or helping vulnerable customers. **h.** with specific reference to Southampton City Council, Southampton City Council may use information collected by your meter, for the purposes of helping them achieve their social and environmental aims and considering additional services they may be able to offer you. They may also share non-commercial information about you with their 3rd party partners for the purposes of helping them achieve their social and environmental aims, for academic research on domestic energy use, and considering additional services they may be able to offer you. If you have a smart meter, this does not preclude you from opting out of the collection of daily consumption data as set out in Clause 19.9.

**9.12** We or some of the companies we may work with to provide the services you receive, might have to transfer your information outside the European Economic Area (EEA). Where this happens we will make sure there are adequate safeguards in place to protect your information.

**9.13** We may ask your previous supplier for information to help us take over your Supply. This may include information about meter readings and equipment, as well as charges you may owe your previous supplier.

**9.14** If you move to another supplier, we will give them information about you, including meter readings and details of any outstanding debts, to help them take over your Supply.

#### **10. Fraud/tampering with meters**

**10.1** Where we suspect or believe that someone has tampered with your meter, we will report it to the relevant authorities and other affected parties.

#### **11. If you need extra care**

**11.1** We will inform you about the Priority Services Register (PSR) prior to you entering into a Contract with us. If you have told us that you may have specific needs that require extra care, we may use this information for the purposes of providing you with additional priority services. The PSR is a register maintained by us of our customers who may require additional services due to their personal characteristics or otherwise being in a relevant vulnerable situation. Further details are available on our website or upon request.

**11.2** If you and/or we believe that you need extra care, we can keep a record of any underlying causes that justify this. The reasons for extra care may include, but are not limited to, your age, health, disability, financial circumstances or any other relevant vulnerable situation. We can also record the same information for any member of your household.

**11.3** We can share this information with: **a.** social services, charities, and other support organisations, if we think that they could help you or members of your household, by making sure your Property has a gas or electricity Supply; **b.** other Energy suppliers, if we believe that you're thinking about changing supplier; **c.** the relevant Gas Transporter, metering companies or DNO.

#### **12. Information about other people**

**12.1** If we receive information from you about someone else, including sensitive information on behalf of someone else, we will ask you to confirm that you have given the involved individual the information in this document. They will need to give you consent to provide information about them, to us, and consent for us to use their personal information in the way we describe here.

**12.2** Where you require a password to access your account, it is your responsibility to keep that password safe and ensure that anyone you may give that password to also keeps it safe.

#### **13. Our standards of service to you**

**13.1** We are required to meet certain standards of performance set by the Government and Ofgem. These standards are available upon request.

#### **14. How to make a complaint**

**14.1** If, for any reason, you are not happy with our service, you can make a complaint. You can request a free copy of our complaints handling procedure by: **a.** calling us free on: **0800 030 4567**; or **b.** emailing us at: **customerservice@robinhoodenergy.co.uk**

#### **15. National Terms of Connection**

##### **For electricity customers only.**

**15.1** You agree that, by entering into this Contract, you are also entering into an agreement with your local DNO in relation to the National Terms of Connection.

**15.2** We are acting on behalf of your DNO to make an agreement with you that you and your DNO both accept and agree to the National Terms of Connection (NTC). The NTC is a legal agreement, which will come into effect from the time you enter into this Contract, and it will affect your legal rights.

**15.3** The NTC sets out the rights and duties relating to the Supply point where by your DNO delivers electricity to, or accepts electricity from, your Property.

**15.4** You can get a copy of the NTC by: **a.** contacting the Energy Networks Association (ENA) at: **Energy Networks Association, 4 More London Riverside, London, SE1 2AU**; or **b.** by calling them on: **020 7706 5100**; or **c.** By visiting: **www.connectionterms.co.uk**

#### **16. If you are a Pay-As-You-Go Customer**

**16.1** We will give you a card or key to top up your Pay-As-You-Go Meter. Please keep this safe. If it gets lost or damaged, you may be liable to pay any reasonable costs for a replacement.

##### **Topping up your meter.**

**16.2** You need to ensure that you: **a.** buy enough credit with your card or key to cover any Energy you use, plus any extra charges you maybe required to pay; and **b.** keep your meter topped up even when you are not using Energy, so that you have enough credit to cover any potential, additional charges, including your daily standing charge, or any out standing debt. Your meter also needs to be topped up regularly to receive any electronic updates as may be necessary.

**16.3** If you do not top up your meter, either we or an Agent may have to visit your Property to carry out work on the meter, or other equipment, and you may have to pay the reasonable costs incurred.

**16.4** You will have to purchase a minimum amount of credit every time you top up. You will receive details of this when you receive your top-up card or key.

##### **Unused credit.**

**16.5** If you have any unused credit on your Pay-As-You-Go Meter, you can request a refund of the credit for amounts over ten (10) GBP. Otherwise, you will receive a refund in a timely manner once your Contract ends and we have issued your final Bill and/or Statement. We may also agree with you to transfer the unused credit to your new supplier in accordance with any future industry initiatives.

**16.6** If you do not have an outstanding debt with us, we will either apply the refund to an account linked to your new Property or inform you in writing explaining how you can obtain your refund if we are unable to provide it without contacting you first.

**16.7** We will take all reasonable steps to pay you whatever is left on your meter, but we may have to charge you a reasonable amount to cover our administration costs.

##### **What happens if you have an outstanding debt?**

**16.8** If you have an outstanding debt, we can agree to add the debt to your Pay-As-You-Go Meter, which will enable you to repay the debt by paying more than the cost of the Energy you are actually using.

**16.9** If you are paying us back through your meter, you need to strictly adhere to the payment schedule that we have agreed with you. If you do not, we can ask you to either pay us the total outstanding debt immediately, to repay us faster, or in a different way. Before we make any changes, we will inform you in writing first.

**16.10** If you have an outstanding debt and you want to end your Contract, we may agree to transfer your outstanding debt to your new supplier, if it does not exceed five hundred (500) GBP. You will then be required to repay the outstanding debt to your new supplier.

##### **What happens if the price changes.**

**16.11** If we change your Tariff prices, there might be a short delay before the new prices show up on your meter after the price change takes effect. The next time you top up after the price change, your card or key will be updated with the new price and when used by the meter, the prices will transmit to it.

##### **Swapping from a Pay-As-You-Go Meter.**

**16.12** If you have a Pay-As-You-Go Meter in your Property and you ask us to, we may swap your meter for a credit meter or Smart Meter operating in Credit Mode. Where you have a Smart Meter already installed at the Property operating in Prepayment Mode, this includes changing your payment mode remotely.

**16.13** We will only do this if; **a.** you do not have an outstanding debt; **b.** we have asked you to and you have paid us a Security Deposit; and **c.** you pay the reasonable costs we incur in swapping the meter for you, unless a Smart Meter is being installed at the Property for the first time by any Energy supplier.

## 17. Emergencies and safety- gas and electricity

**17.1** If you are aware of, or suspect, a gas leak, you must call the Freephone Gas Emergency Number immediately on **0800 111 999**. You will also find this number on any of your Bills and Statements.

**17.2** If you are aware of, or suspect, any danger relating to your Supply or distribution of electricity, please contact your DNO on their freephone Number. Their contact details can be found on your Bills and Statements.

## 18. General terms and conditions

### Transferring rights and responsibilities.

**18.1** You cannot transfer any of your rights and/or responsibilities under this Contract to another person without our prior written consent. We can transfer all, or any part, of this Contract to another supplier, but your rights under clause 6 won't be affected.

### About the Contract.

**18.2** The laws of England and Wales apply to this Contract if your Property is in England and Wales, and the laws of Scotland if your Property is in Scotland. If there is any dispute between us, it will be dealt with by the courts of England and Wales or Scotland depending on where your Property is located.

**18.3** If you fail to comply with any obligation under this Contract and we do not inform you immediately, that does not stop us from doing anything about it at a later date. If we do not immediately ask you to pay an outstanding debt, it does not stop us from asking for payment at a later date, subject to clause 3.16.

**18.4** If a court or other relevant authority such as Ofgem tells us a part or clause of this Contract isn't valid, the rest of the Contract will still apply.

## 19. Getting a Smart Meter

### Installation of your Smart Meter.

**19.1** We may install a Smart Meter at your Property free of charge or you may move into a Property that already has a Smart Meter installed.

**19.2** If your Property does not already have a Smart Meter installed and we intend to install a Smart Meter, we will agree an installation appointment date with you. You must be present at your Property to allow us access for the agreed appointment. Missed appointments will incur a charge in accordance with clause 2.7(b)

**19.3** At the time of your Smart Meter installation, you will also be offered an In-Home Display (IHD) free of charge. You can decline this offer, however you are able to change your mind and request an IHD free of charge within twelve (12) months of the Smart Meter installation date. You will still be entitled to an IHD after the first twelve (12) months or if we did not install your Smart Meter, but it may not be free of charge.

### Information from your Smart Meter.

**19.4** Your Smart Meter will allow us to manage your Supply remotely, meaning we should not need to visit your Property in order to take a meter reading.

**19.5** We will send Bills and/or Statements to you based on your meter readings.

**19.6** There may still be circumstances where we are unable to obtain a meter reading and we will have to send you an estimated Bill and/or Statement, for example where: **a.** the Communications Hub at your Property develops a fault and is unable to communicate with us; or **b.** we temporarily experience issues connecting with your WAN.

**19.7** You agree to let us use your Smart Meter to manage your Supply remotely, for example by: **a.** collecting information about your Energy usage; **b.** collecting meter readings; **c.** changing the Tariff on your Smart Meter; **d.** applying a credit or debit to your Smart Meter; **e.** disconnecting your Supply where necessary **f.** carrying out any remote repairs and maintenance of your Smart Meter; and **g.** changing your Smart Meter from Credit Mode to Prepayment Mode (and vice versa).

**19.8** Your IHD will show the amount and cost of Energy as you are using it. It will not however show any discounts or charges that may be removed from or added to your Bills and/or Statements, so it will not always show the actual amount that will be reflected on your Bills and/or Statements.

**19.9** Your Smart Meter records your Energy usage more often than a traditional meter. If you have a Smart Meter installed at your Property, we will automatically take daily meter reads unless you tell us not to. We will then normally only take one meter read each month.

**19.10** You can also ask us to collect meter readings for each half-hourly period. You must notify us if you want us to do this, and you can ask us to collect meter readings less frequently at any time.

**19.11** We can share your information with organisations that may use this information for the purposes described in our Privacy Notice. Examples of these are: **a.** to contact you about the services we provide and to ask you to participate in customer satisfaction surveys; **b.** to give information to members of your family, household or someone permitted by you to act on your behalf, or those who introduced you to us, for example your landlord or letting agent; **c.** to help prevent and/or detect debt, fraud or theft. This can include giving information about you to debt and financial advisors; **d.** to transfer some or all of a debt you have to another organisation, for example a debt collection agent; **e.** to provide information we are legally required to provide; **f.** for current or future legal action; **g.** to take part in any data-sharing initiatives run by the Government, regulators or the industry, for example, initiatives for reduction in fuel poverty or helping vulnerable customers.

**19.12** We will only use any information we collect from your Smart Meter in order to: **a.** Supply you with Energy; **b.** ensure that we bill you correctly for the Energy you have used; **c.** check that your Smart Meter is working correctly; **d.** resolve an enquiry or complaint; **e.** meet your request for data; and **f.** as detailed in clause 9 of these terms and conditions.

**19.13** If you have a Smart Meter operating in Prepayment Mode, we will also use the data we receive from your meter to monitor the frequency of top-ups.

**19.14** If there are any problems with your Smart Meter, or if it suffers a communication issue for a sustained period of time, it may be necessary for us to send an Agent out to investigate the problem.

## 20. Use of your Smart Meter as a Pay-As-You-Go customer.

**20.1** If your Smart Meter is in Prepayment Mode, you must top up your meter to ensure that you have sufficient credit to remain on Supply. If you fail to top up, your Smart Meter will disconnect automatically once your credit runs out. In cases of emergency only, you will be allowed to trigger 'emergency' credit.

Further details can be found on our website or in your smart meter user guide.

**20.2** If your 'emergency credit' expires outside of our working hours, you will have access to 'friendly' credit to remain on Supply until our working hours commence. Your meter will disconnect automatically as soon as working hours commence unless you top-up your meter. Any accumulated charges or debts applied to your meter will be deducted from any top-up value before any credit is applied to your meter.

### Alerts.

**20.3** We may, if you give us consent and contact details to do so, where possible, send mobile phone or email alerts to you to tell you that your credit is running low on your Smart Meter. You will be alerted by your Smart Meter when your credit is running low.

## 21. Use of your Smart Meter as a credit customer

**21.1** If you have a Smart Meter operating in Credit Mode, we will collect consumption data in accordance with clause 19.12.

**21.2** If you wish to change the mode of your Smart Meter from Prepayment Mode to Credit Mode, or vice versa, you will need to contact us for our policy on this, and we will consider each request individually.

## 22. Smart Meter equipment

**22.1** All Smart Meter equipment is owned by us (or our Agents). Your Smart Meter and IHD are paired together and will not work with any other Smart Meter installed in any other properties, meaning you cannot take either to your new Property.

**22.2** It is your responsibility to ensure that your Smart Meter and IHD are not damaged or interfered with in any way. It is a criminal offence to tamper with your Smart Meter.

**22.3** If your Smart Meter or IHD are damaged, if there is a fault or a problem with them, or if you think they have been tampered with, you should inform us immediately.

**22.4** If your Smart Meter or IHD are damaged by you, you will have to pay us the costs of either carrying out repairs, or replacing them.

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