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# ENGIE TERMS & CONDITIONS

Domestic Electricity and Gas Supply Contract

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## General Terms and Conditions

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### 1 Definitions

In the Contract, when the following words are used they have the meanings shown below:

**"About your Tariff"** means the tariff guide provided to you in your Welcome Pack as may be updated by us from time to time and will be notified to you on your bill and annual statements;

**"Additional Services"** means any energy-related services that we agree to supply to you in addition to your Supply;

**"Agent"** means any person appointed by you or us to read, provide and/or maintain your Meter or any metering equipment or as a Meter operator, data collector, data aggregator, Meter asset provider or Meter asset manager;

**"Ancillary Charges Document"** means the document setting out ancillary charges relating to your Supply which is available at [home.engie.co.uk/help/policies/summary-of-charges](http://home.engie.co.uk/help/policies/summary-of-charges) as may be updated from time to time;

**"Charges"** means our charges for supplying gas and/or electricity and any other charges set out in Clause 3;

**"Contract"** means all of the following: the application for Supply that you completed, the About your Tariff guide, these electricity and gas terms and conditions, the Ancillary Charges Document and any document referred to in any of those documents;

**"Credit Meter"** means a Meter you do not have to buy credit for in advance in order for the Supply to be made to you;

**"Event Outside Our Control"** means any act or event beyond our reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks;

**"Exit Fee"** means the fee charged in accordance with Clause 5.5 as shown in the About your Tariff guide;

**"Fixed Term Contract"** means the period of time when the prices set out in the About your Tariff guide apply;

**"Green Deal"** means the government scheme which provides for the installation of energy efficiency equipment;

**"Meter"** means the meters and equipment for measuring and providing information on the gas and/or electricity you use;

**"OFGEM"** means the Office of Gas and Electricity Markets, who regulate the gas and electricity markets in Great Britain;

**"Payment Card"** means the card you use to add credit to your Prepayment Meter;

**"Payment Outlet"** means a place where you can add credit to your Payment Card as notified to you in writing from time to time;

**"Prepayment Meter"** means a Meter you buy credit for in advance by loading your Payment Card with credit at a Payment Outlet in order for the Supply to be made to you (whether or not the Prepayment Meter is being used to repay an outstanding debt);

**"Prepayment Tariff"** means our tariff that applies where you have a Prepayment Meter;

**"Priority Service Customer"** means any person who (i) is of pensionable age; (ii) is disabled or chronically ill; (iii) has a hearing or visual impairment; or (iv) any family with one or more children under five years old and as such is classified as a Priority Service Customer by OFGEM;

**"Property"** means the address that you have requested we Supply or that we Supply in accordance with Clause 2.3;

**"Rollover Tariff"** means a tariff equal to the cheapest comparable ENGIE tariff available that (i) will not exceed the Safe and Easy Tariff; (ii) will have no Exit Fee and (iii) may be amended in accordance with Clause 6;

**"Safe and Easy Tariff"** means our tariff that: (i) applies where you have not entered into a formal contract with us but are receiving Supply unless you have a Prepayment Meter in which case you will be on our Prepayment Tariff; or (ii) may apply where your Fixed Term Contract has ended, details of which can be found on our website;

**"Security Deposit"** means an amount of money that we may ask you to pay to us and that we will hold in relation to your Supply;

**"Smart Meter"** means a Meter we can use to measure how much gas and/or electricity you are using, without having to visit your home;

**"Supply"** means providing at the Property a supply of gas and/or electricity that you use completely or mainly for domestic purposes (and Supplying/Supplied will be construed accordingly);

**"TRAS"** means the Theft Risk Assessment Service;

**"Welcome Pack"** means the information pack provided to you at the start of your initial Contract with us; and

**"Working Day"** means any day other than a Saturday, Sunday or a public holiday in England and Wales.

### 2. Your Supply Contract

#### Your Supply Contract

2.1 The Contract is for the Supply of electricity and/or gas by us, ENGIE Power Limited, a company registered in England and Wales (Company Number 04236804) having its registered office at No 1 Leeds, 26 Whitehall Road, Leeds LS12 1BE ("us" or "we") to you, as a domestic customer.

2.2 You agree to enter into the Contract when either you (or your representative) have either accepted this Contract on the phone or completed an online application. Where you have formally entered into the Contract with ENGIE, Clauses 2.13 to 2.20 will not apply to you.

2.3 If you have not entered into a contract with us as described in Clause 2.2, we will begin treating you as though you have accepted the Contract when you either: (i) move into a Property Supplied by us; (ii) become responsible for a Property Supplied by us; or (iii) are a landlord of a Property Supplied by us and your tenant moves out. We will Supply you under the Contract as if you had entered into it and the terms set out in Clause 2.13 and Clauses 2.16 to 2.20 will apply in addition to all other provisions.

2.4 The Contract will be accepted by us if you have provided us with the information we need and you have met our credit requirements (as applicable). In accepting the Contract, we agree to Supply you with gas and/or electricity (as applicable) for domestic purposes at your Property in accordance with the Contract.

2.5 You agree that we may carry out a credit and/or identity check on you and that in some circumstances, if we are concerned about your ability to pay us, we may require a Security Deposit from you or to Supply you through a Prepayment Meter. If this is the case, we will explain why we need this. You may also choose for us to Supply you through a Prepayment Meter.

2.6 After we have accepted the Contract, you are entitled to a cooling-off period. This means that you can cancel the Contract by telling us that you wish to do so within 14 calendar days of the day that the Contract is entered into.

2.7 The Contract is based on the information provided to us by you, which you confirm is accurate. If your situation or the information that you have provided changes, you must let us know.

2.8 The terms of the Contract will apply whilst we are Supplying you with gas and/or electricity either: (i) under a Fixed Term Contract; (ii) on the Rollover Tariff; (iii) on the Prepayment Tariff; or (iv) on the Safe and Easy Tariff where you have not entered into a formal contract with us and do not have a Prepayment Meter.

## Start of your Supply

2.9 For us to start to Supply you, you must be the owner or occupier of the Property or be responsible for the Supply of gas and/or electricity at the Property and the Property must be connected to mains electricity and/or gas (as applicable).

2.10 If you use your Property for business purposes or start to at any time whilst we are Supplying you, you must let us know immediately.

2.11 If we do not already Supply the Property, we will tell you the date on or around which we will start to Supply you. This will usually be within 21 days of the cooling-off period ending unless we have agreed a later date with you or if we have problems taking over the Supply. For example, if:

- a) your previous supplier prevents us from taking over the Supply which it may be entitled to do in some circumstances;
- b) we do not have all of the information that we need from you;
- c) any governmental or regulatory body or authority (eg OFGEM) prevents us from Supplying your gas and/or electricity;
- d) you do something that prevents us from taking over the Supply; or
- e) we cannot Supply your gas and/or electricity for some other reason outside our reasonable control.

2.12 We will request a Meter reading from you on or around the date we start to Supply you. This will be used by your previous supplier to produce your final bill and will help to make sure your new bills are accurate.

## Deemed Terms

2.13 Clauses 2.14 to 2.19 apply to you if you become a customer in accordance with Clause 2.3 or if your Fixed Term Contract has been terminated.

2.14 Where you become a customer in accordance with Clause 2.3, you agree that although you have not entered into an express contract with us, because you are receiving the Supply at the Property you will pay us for the gas and/or electricity Supplied to the Property in accordance with (i) the Safe and Easy Tariff or (ii) the Prepayment Tariff where a Prepayment Meter is installed at the Property.

2.15 We have a number of tariffs that are available. Please visit our website [home.engie.co.uk](http://home.engie.co.uk) or give us a call on 0800 280 8000 if you would like more information.

2.16 If you become responsible for gas and/or electricity at a Property (or have already done so) you must tell us the date you began to take Supply at the Property and the Meter reading(s) at that time. If you do not tell us this, we may need to assume that:

- a) the start date of Supply to you is the day after the termination date for the outgoing customer; and
- b) the opening Meter reading(s) for you is the same as the final Meter reading(s) for the outgoing customer.

2.17 If you are no longer going to be responsible for electricity and/or gas at a Property, this Contract will end on the date that you notify us will be the last day you are responsible for electricity and/or gas at a Property, provided you notify us at least two (2) Working Days beforehand.

2.18 If you stop being responsible for electricity and/or gas at a Property and you do not tell us beforehand, the Contract will end two days after you notify us that you are no longer responsible.

2.19 If you enter into a contract with another Supplier, this Contract will end on the date that your new supplier takes over your Supply and no Exit Fee will apply.

## Priority Service Customers

2.20 If you are a Priority Service Customer, please tell us as soon as possible and we will try to make things as easy as possible for you. As a Priority Service Customer, you will be included in a scheme to help customers with additional needs. For further information, please see our policy "Supporting Vulnerable Customers" which is available on our website or please contact our Customer Care team to request a copy.

2.21 The extra services we can provide include but are not limited to:

- a) setting up a password to help you to identify our representatives when they contact you;
- b) sending bills and/or statements to another person that you tell us you would like us to send them to;

- c) reading your Meter(s) more frequently if you are unable to read it yourself;
- d) moving a pre-payment meter if it is inaccessible;
- e) providing assistance with queries about bills and statements if you are blind, partially sighted, deaf or hearing-impaired; and
- f) in some circumstances you may be eligible for a free gas safety check.

## 3. Charges and Payments

### Prices

3.1 The prices applicable to your Supply are set out in the About your Tariff guide. If you would like information about the other tariffs that we have, please go to our website [home.engie.co.uk](http://home.engie.co.uk).

3.2 Your Charges will be made up of a standing charge which is a fixed daily amount, and one or more unit rates which will be charged based on how much gas and/or electricity you use. You can find out more about the Charges on our website. You will also be charged any taxes that apply to your Supply which may change during the Contract (including but not limited to VAT the rate of which at the date of these terms is 5% although this may change from time to time).

3.3 If discounts are included in the prices shown in the About your Tariff guide, these may be removed if you no longer meet the applicable criteria. Any applicable criteria are shown in the About your Tariff guide.

### Additional Services

3.4 If we agree to provide you with Additional Services, we will agree the price with you before we provide the Additional Services and the additional charges will be included on your bill.

### Other Charges

3.5 We may also charge you for other reasonable costs that we incur in Supplying you. Where we have standard rates for these costs, they are set out in the Ancillary Charges Document. These include costs incurred:

- a) visiting your property to disconnect and/or reconnect your Supply;
- b) the need to repair or replace your Prepayment Meter as a result of damage or interference;
- c) recovering money you owe us. This may include administration costs and the costs of visiting your property or obtaining a warrant of entry;
- d) as a result of any gas and/or electricity being used which has not been charged for due to interference with a Meter;
- e) if you fail to respond to our attempts to contact you and we have to visit your Property;
- f) administration costs arising from payment failures, such as a returned cheque or cancelled direct debits;
- g) if we have agreed to fit a Smart Meter and the Property is unsuitable for the necessary equipment, there may be additional Meter reading charges; and/or
- h) if you ask us to upgrade your Supply arrangements or if we are required to do so.

SECTION A BELOW APPLIES TO CUSTOMERS WITH CREDIT METERS ONLY; IF YOU ARE A PREPAYMENT CUSTOMER PLEASE SKIP TO SECTION B BELOW

## SECTION A – CREDIT METERS

3.6 Clauses 3.7 to 3.17 inclusive do not apply to you if you have a Prepayment Meter.

### Billing and Payments

3.7 You will receive a bill or statement of account as regularly as specified in your Welcome Pack.

3.8 We will try to bill you based on your actual consumption. If we do not have your actual Meter readings we may bill you based on estimates, in which case we will show any over-charge or under-charge when we have received your actual Meter reading.

3.9 You must pay your bill in the way stated in the About your Tariff guide unless we agree to a different payment method. If you fail to make payment in the way stated in the About your Tariff guide, we shall be entitled to change your payment method and if we do this, we will notify you of this in writing. If you pay by a different payment method, or if we change your payment method in accordance with this clause, additional charges may apply or you may lose discounts relating to your payment method.

3.10 If you have, or expect to have, a problem in paying us, please let us know as soon as possible and we will do our best to help you. We may also

be able to provide guidance to help you reduce your gas and/or electricity costs.

3.11 We have the right to charge you interest if you are late in paying any debt that you owe to us. This will be charged at an annual rate of 8% above the Bank of England's base lending rate applicable at the time. We will also be entitled to pass on to you any third party charges incurred by us in collecting any money owed to us such as those of a debt collection agency.

3.12 If you do not think that your bill is correct please tell us as soon as possible. If you disagree with only part of the bill, you must pay the part that is not in dispute and you must pay any outstanding amounts due once the dispute has been resolved.

3.13 If you pay by direct debit for a fixed amount, we will review the amount that you pay at least annually and may change the amount that you are required to pay based on your consumption. Your monthly direct debit amount will be calculated based on how much electricity and/or gas we expect you to use in the next twelve (12) months. This will be based on the information that we have about your consumption, the prices applicable to your Supply and any credit or debit amount on your account. If we are going to make a change to the amount of your direct debit, we will give you at least ten (10) days' notice. Please contact the Customer Care team on 0800 280 8000 for more information about your direct debit values.

#### Security Deposits

3.14 We may ask you to provide a Security Deposit at the start of the Contract or during the term of the Contract if we are concerned about your ability to pay your bills. The Security Deposit will normally be based on how much we expect you to consume over a one to two month period.

3.15 If you have provided a Security Deposit and we consider that your ability to pay has improved or if you have consistently paid your bills on time, we will return the Security Deposit to you.

3.16 We will not use any Security Deposit that you provide to pay your bills but (subject to Clause 3.13) will keep it until you leave ENGIE and will return any amount to you that is not required to settle outstanding debt at that time.

#### Refunds

3.17 If you are entitled to a refund because you are leaving ENGIE, following receipt of a final meter reading from you, we will issue any refund due to you. If you pay by direct debit, the refund will be made to the relevant bank account. If you pay by any other method, a cheque will be issued for the refund amount. We will do everything that we can to make sure that you receive any outstanding credit balance on your account.

## SECTION B – PREPAYMENT METERS

3.18 Clauses 3.19 to 3.31 only apply to you if you have a Prepayment Meter.

#### Prepayment

3.19 We may need you to pay for your gas and/or electricity through a Prepayment Meter combined with a Prepayment Tariff. This will normally be because:

- a) you already have a Prepayment Meter; or
- b) we have reached an agreement with you for you to repay an outstanding debt by means of a Prepayment Meter; or
- c) we can avoid disconnecting your Supply by installing a Prepayment Meter.

3.20 When a Prepayment Meter is going to be fitted, unless your About your Tariff guide already contains the Prepayment Tariff, we will send you a new About your Tariff guide along with all of the information that you will need about your new Prepayment Meter and Prepayment Tariff.

3.21 If you have a Prepayment Meter, you will need to buy enough credit to pay for the electricity and/or gas you are going to use and to cover any other charges that are payable as set out in your About your Tariff guide. Minimum and maximum top-up amounts may apply as set out in your About your Tariff guide.

3.22 There is an emergency credit limit on your Prepayment Meter so if you run out of credit we will not cut off your Supply until that limit is reached. In respect of electricity only, if you reach that limit between 8pm and 8am, during the weekend or on a Bank Holiday, we will not switch off your Supply ("Friendly Credit"). Your emergency credit limit is set out in your About your Tariff guide. You'll need to buy credit as soon as possible once you start to use your emergency credit. You will repay us for any emergency credit and Friendly Credit you use using your next payment top-up.

#### Payment Cards

3.23 If we install a Prepayment Meter at the Property or you join our Supply and you have a Prepayment Meter at your Property, we will send you a payment card so you can top-up your Prepayment Meter at any Payment Outlet. You need to register your Payment Card by inserting it into your Prepayment Meter before you can use it.

3.24 If you lose your payment card, we may charge you for any replacement Payment Card. Our current charges are available on our website [home.engie.co.uk](http://home.engie.co.uk).

#### Other Prepayment Costs

3.25 If you are on the Prepayment Tariff, we may require you to pay reasonable costs resulting from:

- a) exchanging a Prepayment Meter for a Credit Meter (if we agree to do so);
  - b) the need to repair or replace your Prepayment Meter as a result of damage or interference; and/or
  - c) visiting your Property when you have told us that your Prepayment Meter or payment card is faulty and we cannot find a fault.
- Where we have standard charges for the items listed above, they can be found in the Ancillary Charges Document.

#### Prepayment Meter Installation Costs

3.26 If we replace your Credit Meter with a Prepayment Meter for any reason, you will be responsible for all costs incurred in replacing your Credit Meter.

3.27 If you choose to have a Prepayment Meter installed at the Property, once we have fitted your Prepayment Meter, we will send you a final bill for your Credit Meter which you will need to pay in accordance with your old tariff. If the bill remains unpaid after 28 days or if we choose to install a Prepayment Meter at the Property due to debt on your Credit Meter, we will add the amount owing to your Prepayment Meter as a debt and you will repay the amount through your Prepayment Meter. If we do this, we will notify you that the bill has been moved on to your Prepayment Meter.

#### Prepayment Debt Repayment

3.28 Where a Prepayment Meter is fitted at the Property to help you repay a debt to us, we will write to you to confirm the amount of debt that is to be paid. We will also inform you, based on the information available to us at the time, when you are likely to have repaid the debt and what options you will have once the debt is paid.

3.29 Any repayment of debt will be agreed between us based on your ability to pay. If you need to change the arrangement please tell us and we will do our best to help.

#### Prepayment Statement

3.30 We will send you a statement once a year showing you the amount you have pre-paid and the amount you have spent on electricity and/or gas and on other charges in that year.

#### Prepayment Credit Refund

3.31 If you have got unused credit on your Prepayment Meter and you decide to leave our Supply, then you can get a refund from us after you leave our Supply. We will then process your refund and either pay the refundable amount (the amount left after all amounts you owe us have been paid) into another ENGIE account that is in your name (whether at the Property or a new address) or pay you using a method agreed by us at the time.

## 4. Meters, Equipment and Supply

#### Ownership of equipment

4.1 You must make sure that the Property has a suitable Meter (and all associated equipment) that is in good working order and meets the required industry standards to enable us to Supply you. You will be responsible at all times for the equipment at your Property. You will also be responsible for the costs of providing you with or installing any mains, pipes or other plant or equipment and costs incurred in relation to equipment which need to be installed, replaced, enlarged, extended or renewed to allow you to receive a Supply of gas and/or electricity to your Property.

4.2 The Meter reading will be evidence of how much gas and/or electricity we have Supplied to you. If you believe that the Meter reading is wrong, we will arrange to have the Meter tested. If the Meter is found to be working correctly within acceptable industry limits you must pay for the test. We will tell you how much this will be before arranging the test.

## Access

4.3 You agree to give us, our contractors, any Agent and any other person we tell you about, safe, full, free and unobstructed access to your Property including the Meter and all associated equipment for the purposes of reading the Meter and for any other reason associated with your Supply including to install, remove, replace or maintain the Meter or any other equipment. If access is obstructed, you must remove this obstruction at your own cost and we may need to charge you for additional costs incurred by us as a result of this obstruction.

4.4 If we need to relocate a Meter for any reason, we may charge you for the related costs unless you are entitled for this to be done free of charge because you are a Priority Service Customer and you are unable to access the meter in its current location.

4.5 If we, our contractors or any Agent need to visit your Property you will be provided with a four hour appointment window. If the person attending fails to make it to the appointment or rearranges less than twenty four (24) hours prior to the appointment without your agreement, you are entitled to £30 (thirty pounds) compensation.

### Prepayment Meters

4.6 You may request (subject to our agreement) that your Credit Meter is replaced with a Prepayment Meter. In all cases, a Prepayment Meter will only be fitted if it is safe and reasonably practical for us to do so. If your Property isn't suitable for a Prepayment Meter, you will keep your current Credit Meter.

### Electricity National Terms of Connection and gas shipper

4.7 You agree that where we Supply you with electricity under the Contract, 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 the 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. If you want a copy of the NTC or have any questions about it, please go to [www.energynetworks.org](http://www.energynetworks.org), call 0207 706 5100 or write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF.

4.8 You agree that where we Supply you with gas under the Contract, we have entered into an arrangement with your gas shipper in order to provide you with a Supply. If your gas shipper suspends your Supply for a period of time because of a gas shortage, we will pass on any compensation payment due to you as soon as possible after we receive payment from the gas shipper. We will provide you with information about your gas shipper upon your request.

### Safety and Emergencies

4.9 In certain circumstances your Supply may be interrupted. For example:

- a) to avoid danger to persons or property; or
- b) if it is unlawful to continue your Supply; or
- c) if maintenance to the local distribution system(s) is required.

4.10 We are not responsible for any losses incurred should we need to suspend your Supply in an emergency or for safety reasons.

4.11 If you believe that your Meter or any other metering equipment may be damaged, you must let us know immediately.

4.12 If there is a major emergency affecting a network operator or a gas transporter and the government gives a direction under the Fuel Security Code, we may recover from you a reasonable proportion of the additional costs suffered by us as a result of the direction.

## 5. Ending the Contract

### Moving Home

5.1 If you are moving home please tell us at least two (2) Working Days before the day you move. If you do this the Contract will end when you are no longer responsible for the Property. If you tell us later than this, the Contract will end two days after you notify us.

5.2 If you do not have a Smart Meter or Prepayment Meter, please give us a final Meter reading on or around the day that you move out. This will be used to calculate your final bill.

### Leaving us

5.3 If you want to leave us, unless Clause 5.6 or 5.7 applies, the Contract will end when the new supplier has registered you as its customer and has started Supplying you.

5.4 You may also end this contract by requesting (subject to our agreement) that your Supply is disconnected, in which case the Contract will end when the Supply is disconnected. You will still have to pay us any Charges you haven't paid prior to the Contract ending and you will be responsible for all costs of disconnection. We will notify of what these costs are likely to be upon receiving your request.

5.5 If you have a Fixed Term Contract and you leave us or disconnect your Meter, an Exit Fee may apply.

5.6 We may object to your transfer to a new supplier if you owe us money, in which case we will write and tell you that we are doing so. This may delay your transfer until all debt owed to us by you is paid.

5.7 If you have a Prepayment Meter and you owe us money you may change supplier provided the debt is £500 or less and your new supplier accepts the transfer of the debt.

### If we need to end the Contract

5.8 We may need to end the Contract immediately and/or, disconnect your Supply if you:

- a) do not comply with the terms of the Contract;
- b) act fraudulently;
- c) have interfered with your Meter or if we reasonably believe that you have stolen gas and/or electricity;
- d) have insolvency or bankruptcy proceedings brought against you; or
- e) if we are unable to continue to supply your current product, in which case we may need to end your contract and will offer you an alternative product.

5.9 If you are having difficulty paying for your Supply, please contact us as soon as possible and we will do our best to help you. We will take into account all of the information we have about your circumstances before ending the Contract and/or disconnecting your Supply.

5.10 We will give you at least thirty (30) days' notice before disconnecting your Supply.

5.11 We must end this contract immediately if we no longer have the relevant licence to Supply your Property or if OFGEM or any other governmental or regulatory body or authority issues a direction (including a supplier of last resort direction) to another supplier to take over the Supply of your gas and/or electricity.

### Fixed Term Contracts

5.12 If you have a Fixed Term Contract:

- a) we won't extend that Fixed Term Contract without your agreement; and
- b) we will send you a statement of renewal terms between 49 and 42 days before the Fixed Term Contract is due to end. The statement will include information about your Rollover Tariff and options to switch to a different tariff or a new supplier. If you do not enter into a new fixed term contract with us or switch to another supplier, you will be charged based on the Rollover Tariff from the end of your Fixed Term Contract.

5.13 In addition to the Rollover Tariff, we have a number of other tariffs that are available. Please visit our website [home.engie.co.uk](http://home.engie.co.uk) or call us on 0800 280 8000 if you would like more information.

## 6. Changes to the Contract

6.1 Subject to Clause 6.2, we are allowed to change the terms of the Contract at any time. In some circumstances, we may also change your prices. All changes will be displayed on our website.

6.2 If your Fixed Term Contract includes a fixed price, we will not change that price during the term of that Fixed Term Contract except where the change is to reflect a change in the rate of VAT applicable, if VAT is included in the fixed price.

6.3 If a change that we make puts you at a disadvantage, we will let you know in writing at least thirty (30) Working Days ahead of the change taking effect.

6.4 If you do not agree to the change, to prevent us from enforcing it, no later than twenty (20) Working Days after (but not including) the date on which the changes take effect you may:

- a) end the Contract by notifying us in writing that you wish to do so; or
- b) enter into a new Contract with us on a different tariff; or
- c) arrange for another supplier to Supply your gas and/or electricity so that we receive your new Supplier's transfer request within the required timescale. In such circumstances we may still object to your transfer in accordance with Clause 5.6 and/or 5.7.

6.5 If the changes to the Contract are required or necessary because of changes to the industry agreements under which we operate or changes imposed by any governmental or regulatory body or authority (e.g. OFGEM), the changes may come into effect on the day of notification and in such circumstances we will tell you when they will come into effect.

## 7. Liability

7.1 Subject to Clause 7.3, if we are responsible for any loss or damage that you suffer arising out of or in connection with the Contract, our liability to you will be limited to £10,000 (ten thousand pounds) for each event or series of events that causes you loss.

7.2 Subject to Clause 7.3, we will not be responsible for:

- a) any direct or indirect financial loss or damage, for example loss of profit, income, business, contract or goodwill, or any indirect or consequential losses;
- b) any losses that we could not have reasonably foreseen at the time of entering into the Contract;
- c) any losses suffered as a result of a third party (however this is caused); or
- d) any losses that are due to your acts, omissions, negligence or default.

7.3 Nothing in the Contract limits our responsibility for death or personal injury caused by our negligence or for fraud.

7.4 This Clause survives the termination of the Contract.

## 8. How we use your personal information

8.1 We may use the information that you provide to us (or that we receive from any Meter or any other associated device) and/or may pass it to any third party for the purposes of:

- a) performing our obligations under the Contract;
- b) offering you other services;
- c) improving the service that we provide to you, including to train our staff;
- d) preventing and detecting debt, fraud including energy theft and loss, this includes but is not limited to us, TRAS and other fraud prevention agencies keeping a record of your information which may include information relating to your property type and energy consumption as well as sensitive personal information including that relating to criminal convictions for the purposes of preventing and identifying energy theft;
- e) creating statistics and analysing customer information (for example, energy used or other similar information);
- f) providing information on our customers if our business is to change ownership; and
- g) providing information for legal purposes if we are asked to do so, including where we are required to do so by any law, governmental or regulatory body including OFGEM.

8.2 You may be able to opt out of your information being used in some circumstances. Please contact Customer Care by e-mail at [help.uk@engie.com](mailto:help.uk@engie.com) or call us on 0800 280 8000 to do so or if you have any questions on how we use your personal information.

8.3 You agree that we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

8.4 You agree that we may obtain information from your previous supplier. Similarly, you agree that we may provide information about you to a new supplier should you move from us in the future.

8.5 If we believe that you (or a member of your household) need extra care (for example, because of your age, health, disability or other circumstances) or that you are a Priority Service Customer and you tell us this, we may record this in the information we hold about you. We may share this information with:

- a) any relevant governmental or regulatory agencies; and
- b) the relevant gas transporter, network operator, or Agents.

8.6 We will always handle your personal data in accordance with the Data Protection Act 1998 and any sensitive personal information will be protected using additional security controls.

## 9. Complaints

9.1 If you wish to make a complaint please contact our Customer Care Team in the first instance. You can do this:

- a) in writing to: ENGIE Home Energy, PO Box 330, Newcastle upon Tyne, NE12 2FP
- b) by e-mail to: [complaints.uk@engie.com](mailto:complaints.uk@engie.com); or
- c) by telephone to: 0800 280 8000.

9.2 Your complaint will be handled in accordance with our Complaints Process, a copy of which is available at [home.engie.co.uk/help/policies/complaints](http://home.engie.co.uk/help/policies/complaints). We can send you a copy of this upon your request.

9.3 Our Customer Care team will do their best to resolve your complaint, however, if you remain unhappy with our resolution of your complaint, or if your complaint has not been resolved within 8 weeks of the date you told us about it, you may refer the matter to the Ombudsman Services. You can contact the Ombudsman on 0330 440 1624 or at [www.ombudsman-services.org/energy](http://www.ombudsman-services.org/energy). The service is free and independent, and we are bound by their decision.

9.4 You may, at any time, seek advice from Citizens Advice Bureau ([www.citizensadvice.org.uk/energy](http://www.citizensadvice.org.uk/energy)) for free, independent and impartial advice. This may include information on getting a better deal, advice about the quality of your gas and/or electricity supply, or asking for help if you're struggling to pay your bills.

9.5 If you would like to see our policies about how you can expect to be treated as a customer of ENGIE, please visit [home.engie.co.uk/help/policies](http://home.engie.co.uk/help/policies).

## 10. General Terms

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an Event Outside Our Control.

10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- a) we will contact you as soon as reasonably possible to notify you; and
- b) our obligations under the Contract will be suspended for the duration of the Event Outside Our Control.

10.3 These terms and conditions together with the About your Tariff guide and the Ancillary Charges Document and any document referred to in them are the entire agreement between you and us and supersede all prior agreements between you and us. However, this does not affect your legal rights.

10.4 Nothing in the Contract affects your statutory legal rights.

10.5 You must not transfer any of your rights or obligations under the Contract without our prior written consent.

10.6 We can assign, grant security or declare a trust over, or transfer by novation or otherwise, all or any of our rights (including the right to recover unpaid Charges) or interests and liabilities under the Contract and/or sub-contract any of our obligations under the Contract, in each case without your prior consent.

10.7 This Contract remains in force at all times. If we have not enforced a particular clause that does not mean that we will not take action in the future.

10.8 Communications with you may be recorded for training and quality control purposes. This includes telephone calls, web chat and emails.

10.9 Where you provide us with a valid email address, you agree to receive communications by email and also agree that an e-mail constitutes a written communication for the purposes of the Contract, unless you have notified us of a different preferred method of communication. Written notice sent by First Class post, by hand or by email will be considered delivered one

(1) day after it was sent. This will not apply to email if the sender has received a message by return saying that the email has not been delivered.

10.10 We are not a Green Deal or Warm Home Discount Scheme provider.

10.11 We are a voluntary licensed Feed in Tariff provider. Additional terms will apply to any generation under the Feed in Tariff scheme.

10.12 We operate our business under the obligations placed on us by the Utilities Act 2000 and other industry and government regulations. If these change we may alter these terms to reflect any new obligations and/or costs placed upon us. If this happens we will tell you in writing.

10.13 If a court or other governmental or regulatory authority decides that one or more of the terms of the Contract is not valid, all other terms will remain in force.

10.14 No third party is entitled to enforce any term of the Contract whether pursuant to Contracts (Rights of Third Parties) Act 1999 or otherwise.

10.15 The laws of England and Wales or Scotland (as applicable depending on the location of the Property) apply to the Contract.

**THE FOLLOWING PRODUCT TERMS APPLY ONLY TO THE ENGIE CONTROL APR 20 PRODUCT**

**ENGIE CONTROL APR 20**

**Product Terms**

**Supplier: ENGIE Power Limited (“us”/“we”/“ENGIE”)**

Customer: You

**1. Definitions**

The following terms have the meanings set out below in these Product Terms:

<b>Eligibility Criteria</b>	<b>means the criteria set out in Clause 3;</b>
<b>Installation</b>	<b>means the installation of the Nest Thermostat at your property and “Install” and “Installed” shall be construed accordingly;</b>
<b>Installation Partner</b>	<b>means ENGIE’s specialist installer (and its subcontractors) as may be appointed from time to time;</b>
<b>Nest</b>	<b>means Nest Labs (Europe) Limited a company incorporated in Ireland with offices at Gordon House, Barrow Street, Dublin 4;</b>
<b>Nest App</b>	<b>means the application operated by Nest which can be used to control a paired Nest Thermostat;</b>
<b>Nest Thermostat</b>	<b>means the Nest Learning Thermostat™, 3<sup>rd</sup> generation, a smart thermostat manufactured by Nest which will be provided to you in accordance with these Product Terms;</b>

All other terms shall have the meaning given to them in the General Terms and Conditions of your Contract.

**2. Background**

2.1 You have entered into a Contract for ENGIE Control.

2.2 These Product Terms apply to ENGIE Control in addition to the General Terms and Conditions of your Contract, including but not limited to Clause 7 (Liability), all of which continue to apply in full force and effect in respect of ENGIE Control.

2.3 By signing up to ENGIE Control, you agree to be bound by these Product Terms.

2.4 Subject to Clause 3 of these Product Terms and availability of the Nest Thermostat, you will receive a Nest Thermostat (including Installation) as part of the ENGIE Control tariff.

**3. Eligibility**

3.1 To be eligible for a Nest Thermostat, you must:

- 3.1.1 be an ENGIE Control customer for both gas and electricity;
- 3.1.2 have a working broadband connection and router with a spare ethernet port;
- 3.1.3 have a laptop, PC or tablet that can be used to access an internet browser (other than in mobile display mode); and
- 3.1.4 have single zone heating (this means that just one thermostat controls the heating system for your whole Property).

3.2 We will contact you before your supply is transferred to ENGIE to check that you meet the Eligibility Criteria following receipt of your application for ENGIE Control.

3.3 If you are not eligible to receive a Nest Thermostat or if a Nest Thermostat is unavailable due to stock levels, we will be happy to discuss ENGIE’s other tariffs with you and prior to your Supply being registered with ENGIE, you may elect to:

- 3.3.1 cancel your registration with ENGIE, in which case you will remain with your existing supplier;
- 3.3.2 transfer to another ENGIE tariff without paying an Exit Fee; or
- 3.3.3 continue with the ENGIE Control tariff, but you will not receive a Nest Thermostat.

**4. Installation**

4.1 Subject to Clause 3, on or around the date that you start to receive your Supply of electricity and gas from us, our Installation Partner will contact you to re-confirm that you meet the Eligibility Criteria and to arrange with you a convenient time to attend your Property.

4.2 On the agreed date for Installation, our Installation Partner will:

- 4.2.1 deliver, Install and configure a Nest Thermostat at your Property at the agreed time;
- 4.2.2 make available to you the Nest App for use on your mobile phone/tablet for the purposes of using the Nest Thermostat; and

4.2.3 provide you with a sign off document for signature to confirm that you are happy with the Installation.

4.3 Once an appointment has been arranged with our Installation Partner, you must provide at least twenty-four (24) hours’ notice to rearrange that appointment. If you do not provide the required notice, we may charge you a cancellation fee of up to £80. If you require to re-arrange or cancel your appointment please contact our Customer Care team on 0800 280 8000 or by e-mail at [help.uk@engie.com](mailto:help.uk@engie.com).

4.4 Notwithstanding the Eligibility Criteria, there may be other factors which prevent our Installation Partner from successfully Installing a Nest Thermostat or which prevent a Nest Thermostat from functioning properly in your Property. This may include factors not identifiable until the Installer attends your Property.

4.5 In the event that our Installation Partner is unable to complete the Installation for any reason (including as a result of you not meeting the Eligibility Criteria) which renders a Nest Thermostat unsuitable in your Property, we will contact you to discuss ENGIE’s other products which you may elect to transfer to without paying an Exit Fee. This includes ENGIE’s Safe and Easy tariff which you may leave at any time by



registering with another supplier. Alternatively, you may elect to continue with the ENGIE Control tariff, but you will not receive a Nest Thermostat.

4.6 We will take reasonable steps to procure that our Installation Partner:

- (a) performs the installation with reasonable skill and care and in good and workmanlike manner; and
- (b) complies with all relevant legislation, regulations and other requirements of any relevant government or governmental agency.

4.7 Should you experience any issues or have any concerns with the Installation or the conduct of the Installer and/or its sub-contractors, please let us know as soon as possible by contacting our Customer Care team on 0800 280 8000 or by e-mail at [help.uk@engie.com](mailto:help.uk@engie.com).

## 5. Your Obligations

5.1 You agree to promptly provide any information reasonably requested by us and/or our Installation Partner and to comply with all reasonable requests of us and/or our Installation Partner to enable us and/or our Installation Partner to complete the Installation. Non-compliance with any such requests may result in a delay in completion of the Installation.

5.2 You agree to grant to us and/or our Installation Partner access to your Property as may be reasonably required to carry out the Installation.

5.3 You agree that the Nest Thermostat may replace the existing thermostat on the wall in your property. The existing thermostat is your property and, once uninstalled, will remain with you. Please look after it as you may require it in the future.

5.4 To the extent that you are provided with access to software, you agree to comply with the terms of any applicable licence as notified to you from time to time.

5.5 The provision of the Nest Thermostat is personal to you under your Contract and you must not lend, sell or make the Nest Thermostat available to any third party without our written permission.

5.6 You must not use the Nest Thermostat other than as set out in these Product Terms (or any information or guidance provided to you by us, Nest or our Installation Partner from time to time), or tamper with the Nest Thermostat.

## 6. Your Legal Rights

6.1 You have certain statutory rights under the Consumer Rights Act 2015 and you may have other rights in law. This Clause 6 summarises your key legal rights, although they may be subject to some exceptions.

6.2 For detailed information about your legal rights, please visit the Citizens Advice Bureau website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

6.3 The goods supplied to you under these Product Terms, being the Nest Thermostat, must be as described, fit for purpose and of satisfactory quality.

6.4 During the expected life of the goods, your legal rights entitle you to the following from the date of receipt of the goods:

6.4.1 for up to 30 days: if the goods are faulty, then you can get a refund;

6.4.2 for up to six months: if the faulty item cannot be replaced or repaired, then you're entitled to a refund in most cases; and

6.4.3 for up to six years: if the goods can be expected to last up to six years, you may be entitled to a repair or replacement, or if that doesn't work, some of your money back.

6.5 In respect of the Nest App, the law requires that digital content must be as described, fit for purpose and of satisfactory quality. This means that:

6.5.1 if your digital content is faulty, you're entitled to a repair or replacement;

6.5.2 if the fault cannot be fixed within a reasonable time, or without causing you significant inconvenience, you can get some or all of your money back; and

6.5.3 if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

6.6 If you experience any issues with the Nest Thermostat at any time please contact our Customer Care team on 0800 280 8000 or by e-mail at [help.uk@engie.com](mailto:help.uk@engie.com).

## 7. Installation Guarantee

7.1 The Installation of the Nest Thermostat is guaranteed by us for one year from the date of Installation.

7.2 This guarantee only applies to the Installation and doesn't apply to any other unrelated faults with your central heating system or appliances.

7.3 If you experience any issues with your Installation please contact our Customer Care team on 0800 280 8000 or by e-mail at [help.uk@engie.com](mailto:help.uk@engie.com).

7.4 This guarantee doesn't affect your statutory rights under the Consumer Rights Act 2015 and any laws that replace it.

## 8. Additional Provisions relating to your personal information

8.1 You agree that in addition to the provisions of Clause 8 of the General Terms and Conditions of your Contract, both Nest and ENGIE may share the information that you provide to us and/or Nest (or that we and/or Nest receive from any Meter or any other associated device, including the Nest Thermostat whether or not via the Nest App) between ENGIE, Nest and/or our Installation Partner, and each of us, Nest and our Installation Partner may use that information for the purposes of:

8.1.1 performing our obligations under these Product Terms and the Contract;

8.1.2 improving the services that we provide to you, including to train staff;

8.1.3 developing new services;

8.1.4 creating statistics and analysing customer information (for example, energy used or other similar information);

8.1.5 providing information on our customers if our business is to change ownership;

8.1.6 providing information for legal purposes if we are asked to do so, including where we are required to do so by any law, governmental or regulatory body including OFGEM; and

8.1.7 in respect of ENGIE only, offering you other services, including but not limited to ways to save money on your energy consumption.

8.2 In addition to Clause 8.1.3, you agree that Nest may share strictly anonymised data provided by you and obtained from the Nest Thermostat (including via the Nest App) with third parties.

8.3 Each of us, Nest and our Installation Partner will always handle your personal data in accordance with the Data Protection Act 1998 and any sensitive personal data will be protected using additional security controls.

8.4 You may be able to opt out of your information being used in some circumstances. Please contact our Customer Care team on 0800 280 8000 or by e-mail at [help.uk@engie.com](mailto:help.uk@engie.com) to do so or if you have any questions on how we use your personal information.

## THE FOLLOWING PRODUCT TERMS APPLY ONLY TO THE ENGIE TRACKER PRODUCT

### ENGIE TRACKER

#### Product Terms

#### 1. Definitions

The following terms have the meanings set out below in these Product Terms:



**"ICIS Price Assessment"** means the offer price data taken from the ICIS European Daily Electricity Markets report, or the ICIS European Spot Gas Markets report. More information can be found at, <https://www.icis.com/compliance/documents/edem-methodology-24-may-2017/> for electricity and <https://www.icis.com/compliance/documents/european-spot-gas-markets-methodology-esgm-22-march-2017/> for gas.

**"Variable Unit Rate"** means the part of your unit rate that will change each month during the term of your Supply Contract.

All other terms shall have the meaning given to them in your Supply Contract.

## **2. Background**

2.1 These Product Terms apply to the ENGIE Tracker product in addition to all other terms and conditions of your Supply Contract.

2.2 Where there is a conflict between these Product Terms and our General Terms and Conditions, the provisions of these Product Terms will take precedence.

## **3. Charges and Payments**

3.1 Your Charges will be made up of a standing charge which is a fixed daily amount, and a unit rate charge which will be applied to each unit of gas and/or electricity you use. Your unit rate will be made up of a fixed element and a Variable Unit Rate element.

3.2 The Variable Unit Rate for each month for gas and/or electricity will be calculated by us averaging the ICIS Price Assessment for that month (based on the prices published on a daily basis during the month two months prior to the relevant month). Our calculation of the Variable Unit Rate will be independently verified by an external auditor on a regular basis.

3.3 We will notify you, via your chosen method of communication, of the Variable Unit Rate for the next month no less than 15 days prior to the start of that month. The then applicable Variable Unit Rate will also be shown in the MyENGIE section of our website.

3.4 If there is a cap on your unit rate, this will be set out in the About your Tariff guide.

## **4. Meters, Equipment and Supply**

4.1 In addition to the Meter reading that you provide to us on or around the date that we start to Supply you, (unless or until you have a Smart Meter) you must also provide a Meter reading to us every month on or around 1st of every month. We will send you a reminder when we need you to do this.

4.2 If you do not provide us with a monthly Meter reading, your bill will be based on our estimate of your consumption.