e·on next

The small print - regular size.

Standard terms and conditions for Electricity Deemed Scheme

Effective from 1 October 2021



Contents.

Schedule 1a: Domestic customers

About your contract 5

Joining us and leaving us 6

How we work out what you pay 8

Paying us 9

Moving home 12

If you wish to leave 12

About the energy we supply you 13

If you are not happy with our service 14

Other responsibilities 14

Personal data 15

Terms for fixed term tariffs 15

Terms for our Standard Variable Tariff 16

Schedule 2a: Non-domestic terms and conditions

About You 17

Your Contract 17

Deemed Customer Scheme 17

Commencement and duration 17

Credit Terms 17

Pre-supply and supply conditions 18

Supply 20

Your general obligations 21

Fixed Business Plan 21

Variable Price Plan 23

Your Business Flexible Contract 24

Payment and billing terms 25

Variations 28

Metering 29

Termination, De-energisation and Disconnection 30

Force Majeure 33

Liabilities 33

Electricity only 34

Gas only 35

Information and Personal Data 35

Miscellaneous 36

Interpretation and definitions 37

E.ON NEXT ENERGY LIMITED

DEEMED CUSTOMER SCHEME MADE PURSUANT TO SCHEDULE 6 OF THE ELECTRICITY ACT 1989

This scheme [the "Scheme"] is made by E.ON Next Energy Limited in accordance with paragraph 3 of Schedule 6 of the Electricity Act 1989 ["Act"].

WHEREAS:

a. The Act provides for customers supplied with electricity by E.ON Next Energy Limited, otherwise than in pursuance of a contract, to be deemed to have contracted with E.ON Next Energy Limited at those premises.

b. A purpose of the Act is to secure the legal continuity of electricity supply for those customers.

NOW THEREFORE, E.ON Next Energy Limited hereby makes the following scheme for such purposes.

1. This Scheme is effective from 1 October 2020 and applies to each customer who is supplied with electricity by E.ON Next Energy Limited, otherwise than in pursuance of a contract. Each customer shall be deemed to have contracted with E.ON Next Energy Limited for a supply of electricity at the Relevant Premises in accordance with the Table below.

2. This Scheme shall be governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to it.

3. The supply of electricity by E.ON Next Energy Limited under this scheme is subject to the Supply Licence.

4. The Deemed Contract made between E.ON Next Energy Limited and the owner or occupier of the Relevant Premises will vary depending upon the class of customer as determined in accordance with paragraph 6.

5. E.ON Next Energy Limited shall supply any owner or occupier of premises falling within this Scheme on Terms and Conditions (including as to price) in accordance with the Table below, where the description of the owner or occupier for electricity supply purposes is set out in Column 1 below, and the location of the appropriate Terms and Conditions, including as to price, are specified in Column 2 and Column 3 below.

Description	**Terms and Conditions**	**Prices**
Domestic customers	Schedule 1a	Schedule 1b
Non-domestic customers	Schedule 2a	Schedule 2b Non-Maximum Demand Business Customers; 2c Maximum Demand Business Customers; 2d Business Customers acquired from TXU UK Ltd

6. Unless the contrary intention is used in this Scheme:

Relevant Premises	Means in relation to any customer, the premises at which the customer is supplied with electricity.
Supply Licence	Means a licence issued pursuant to section 6(1)(d) of the Electricity Act 1989.

7. Unless the contrary intention appears, words or expressions used in this Scheme:

   a. which are also used in the Act or in the Utilities Act 2000 shall have the same meaning as under the particular Act; and

   b. shall be construed as if they were words or expressions in an Act of Parliament to which the provisions of the Interpretation Act 1978 apply.

Schedule 1a: Domestic customers

1. About your contract

1.1. You and us

Your contract is between:

– you, the person (or people) responsible for use of the electricity and gas (we call that energy) we supply to the domestic property, and

– us, E.ON Next Energy Limited, this will be to referred to as E.ON in the rest of this document.

If you've agreed a contract with us, details of your prices and tariff terms and conditions are in the confirmation email or letter we sent you.

1.2. Confirmation letters

A confirmation letter may be sent to you by letter or email to:

– give you details of your contract or a new tariff you've chosen, or

– remind you that your fixed term tariff is coming to end, or

– if you're on a variable tariff, tell you about changes to your prices or other terms and conditions

1.3. Your meter

1.3.1. Non-smart meters

Some meters record energy use at different times of day separately, such as Economy 7 (E7) or Economy 10 (E10). If your meter does this, we may be able to offer you different tariffs with cheaper rates at times when other people are less likely to be using energy (off-peak). Rates for other times of day (on-peak) may be higher than the equivalent single rate tariff. If you don't use a lot of energy at night, you may be better off on a tariff with a single rate rather than an E7 or E10 tariff.

E7 provides at least seven hours of energy at a cheaper rate and E10 provides at least 10 hours. Some people may still have meters which have more than one off-peak time, or record heating use separately. These are known as complex meters and they are no longer available.

1.3.2. Smart meters

1.3.3. We may contact you at any time to offer you a Smart meter. We will arrange an appointment with you for the installation of this. If you repeatedly refuse to allow us to install a Smart Meter, you may not be eligible for our full range of products and services, which may include specific Smart Meter tariffs which may be cheaper.

1.3.4. If you have a Smart Meter that we can read without visiting your property, you agree that we can:

- Use the Smart Meter to remotely monitor your energy usage;

- Remotely repair and update the Smart Meter;

- Switch it from credit to prepayment mode or disconnect your supply (if we do this, we'll tell you before this happens);

- Collect information about how your Smart Meter is working, for example to see if it has any faults or has been tampered with;

- Use information from your Smart Meter to do certain things, such as work out your bill and tailor our services and products to suit you better. We'll only use this information to offer you products or services if you have given us your permission to do so;

- Take half hourly consumption data, provided you have agreed we can do this, or where you haven't agreed to half-hourly readings, we may take daily readings, providing we have told you in advance, or else we'll take monthly reading. We'll have explained your consent options either while your Smart Meter was being installed, or at the point we found out you had a Smart Meter already installed by a previous supplier. You can change the frequency of your Smart Meter readings at any time by contacting us. If you're on one of our half-hourly tariffs you'll need to agree to us taking half hourly meter readings to be eligible for that tariff; and

- Take a meter reading at any other time where we are permitted to by Ofgem, e.g. to provide you with a bill or investigate a query on your account.

1.3.5. We'll only use the information we collect from your Metering Equipment in line with our Privacy Policy.

1.3.6. You must tell us straight away if your Metering Equipment is damaged or stolen, stops working properly or if you think it has been tampered with.

1.3.7. You must not remove your Metering Equipment without our permission, and we may recover any Metering Equipment we have provided you with if our agreement with you ends.

1.4. Replacing your meter

In some circumstances we may charge you if you ask us to replace your meter, except where it's faulty. For example, where you ask us to replace a smart meter with a non-smart meter. We won't charge you to install or remove a non-smart prepayment meter.

1.5. Which laws apply to your contract?

For properties in England and Wales, the laws of England and Wales apply to this contract.

For properties in Scotland, the laws of Scotland apply.

Nothing in this contract affects your legal rights.

If we decide to ignore one or more of the terms in this contract, the others still apply.

If a court decides that one or more of the terms in this contract isn't valid, the others still apply.

1.6. Transferring the contract

We might transfer this contract to another company. If we do, it won't affect your rights to end the contract. We'll share your personal data with the company, so they can carry on supplying your energy.

You can't transfer this contract to anyone else without our permission.

2. Joining us and leaving us

2.1. Deemed tariffs

If you've just moved into a property or have taken over responsibility for energy used at a property, you'll automatically be in what is called a deemed contract. This means you haven't actively chosen a tariff with us so we'll supply your energy on our Standard Variable tariff until you tell us you'd like a different tariff. Our Standard Variable tariff has no end date and the prices can go up or down at any time. We'll contact you before we put the prices up.

Contact us and we'll do a credit check to see if we've got a better tariff for you. If you do not contact us, we may switch your meter into Prepayment mode.

If you move into a property where the energy needs to be paid for in advance, you may not be able to get any energy. You'll have to pay in advance if you have a Prepayment meter or a smart meter set to collect payments in advance.

If you're a landlord we'll charge you for any energy used and any other energy-related costs while the property is empty, unless we agree something else with you.

2.2. Switching to us

2.2.1. Changing your mind

When you switch to us from another supplier, you've got 14 days from when you agree the contract to change your mind – this is what we call the cooling off period. You may contact us to cancel anytime within that 14 days.

2.2.2. Checking your credit rating

Unless you will be paying by a prepayment method e.g. a classic prepayment meter or you have a smart meter in pay as you go mode, we may check your credit rating to understand what payment method will suit you best. We will get information about you from credit reference agencies and may also look at our records.

Depending on what the credit check says we may ask you to pay in advance, pay an upfront fee or pay a security deposit. To do this we might have to change your meter. You may lose any discounts you had as a result and may not be able to choose from our full range of tariffs.

We may also check your credit rating even if you haven't contacted us. We will inform you about it in advance.

If you moved into a property supplied by us and haven't contacted us, we may switch your smart meter into pay as you go mode.

If you don't pay us in the way and at the time we've agreed, you will go down a fast-tracked debt journey.

If you are currently paying in advance by a prepayment method and would like to change to another way of paying, we will need to check your credit rating.

2.2.3. Making your switch happen

It shouldn't take more than 21 days to switch you over to us, unless:

– you've agreed a later date with us, or

– your old supplier won't let you switch. This might be because you owe them money, or

– we've had trouble getting the information we need, even though we've done everything we reasonably can to contact you, or

– something's happened which we can't control.

2.3. Ending your contract with us

You can arrange to switch to another or supplier whenever you like. We may object if you owe us money. If your tariff has an end date, we may charge you a fee, known as an exit fee, if you switch more than six weeks before that date. Your confirmation letter will tell you about this.

2.4. How we'll contact you

Our service is designed around electronic communications (such as online, in the app, email, push messages, social media, live chat and voice). You need to tell us straight away if you change your email address, social media account or mobile phone number. If you choose not to use electronic communications, you will not be eligible for our full range of services and may not be eligible for some products. When you are ending your contract with us you need to provide us with your new address.

2.5. Managing your account online

2.5.1. Where possible you agree to manage your account online using your online account or by email.

2.5.2. If you don't have a smart meter installed you will submit monthly meter readings. You can provide readings using the link in the email we send you or using your online account. If you don't have an email or online account, you must call us. If you can't read your meter, you must get in touch and let us know. If you do not provide us with the reading, we may move you onto to a different tariff. We will also send a meter reader to your property from time to time.

2.5.3. When you join us you need to provide your date of birth and sometimes your previous address so that we can do a credit check. You need to have a credit check before choosing one of our products.

2.5.4. You'll receive a bill or statement, with notification of your next payment amount, in a pdf file format by email or a paper copy by post. If you have an online account, you'll receive your bill via email.

2.5.5. You agree, where possible, to make any changes to your Direct Debit and contract changes by email, through your online account or using the mobile phone app;

2.5.6. You'll keep your personal details (including current email address and telephone number) accurate and up to date.

2.5.7. You confirm that you're the owner or occupier of, or for any other reason have responsibility for, the Premises (or will be on the date you want your supply to start).

2.5.8. Tell us if you change your premises from domestic to business use so we can make sure you are on the correct tariff. We reserve the right to move you onto a non-domestic tariff if this is appropriate.

2.5.9. Sometimes, your online account or our online services may be unavailable because of maintenance or problems we can't control. We'll do all we reasonably can to get things working as soon as possible.

2.6. When we can disconnect your energy

If you pay in advance, your supply will turn off automatically if there's no credit on the meter.

If you owe us money, we can disconnect your energy, but this is only a last resort. If you have trouble paying we'll do everything reasonable to help. If we do end up disconnecting your energy, we'll contact you to tell you.

If you've got a smart meter, we can disconnect the energy without visiting your property. For any other kind of meter, you'd have to give us access to it. If you don't, we may get a warrant and we'll charge you for that.

We, or your network operator, can also disconnect your energy for safety reasons, or if we think you've broken the law. We'll charge you what it costs us to disconnect your energy and reconnect it again.

You can ask us to disconnect the energy temporarily, for instance while building work

is going on, or you can ask us to disconnect it because you don't need it anymore, for instance because you're having the property demolished. There may be a charge for this.

2.7. Ending your contract

Your contract will end when:

– you switch to another supplier, or

– someone else becomes responsible for paying for energy at the property, or

– we disconnect your energy supply, or

– the energy regulator, Ofgem, orders another company to take over supplying your property. This is very rare and the new supplier would contact you.

We can change the contract with you if:

– you get a new meter fitted by your own agent or

– you start using the property as business premises

In either of these cases, call us in advance and we'll explain what you need to do.

3. How we work out what you pay

3.1. Your energy charges

We work out your energy charges from:

– the daily standing charge(s) that apply to your tariff times the number of days, plus

– the unit rate(s) that apply to your tariff times based on the amount of energy you use

– We then take off any discounts applicable and add VAT.

Sometimes, you might also have to pay for:

– leaving your contract early. Your confirmation email or letter will tell you if you have to pay an exit fee

– replacing prepayment meter cards / keys or payment cards

– sending copies of documents like bills or statements

– charges for paying your bill late, getting back money you owe us or fitting a prepayment meter

– interest on all outstanding charges which have built up

– disconnecting or reconnecting your energy when you ask us to

– moving, installing, reinstalling, testing or repairing a meter

– moving the meter to somewhere else in the property

– connecting to your local energy network

– getting into your property to access the meter or disconnect your supply

- any reasonable cost we incur (including administration cost) because you failed to meet the Terms and Conditions of this contract

- charges we are required to pass on to our customers by law or regulation or a regulatory authority (such as Ofgem).

3.1.2 If you have an Economy 7 meter or equivalent, your electricity will be charged at two rates, a higher day rate, and a cheaper night rate. The actual times that your night rate applies will depend on where you live. Contact us if you need confirmation of the times.

3.1.3 In the event that you live in a development supplied by an independent gas transporter and/or independent distribution network operator, there may be incremental charges. Depending on your area, these can include both a fixed amount and unit charge, and we may pass these charges on to you through your account statement for payment as a part of your supply.

3.2. Working out how much energy you've used

We work out your bill using a measure called kilowatt hours (kWh). We need readings from your meter to do this.

Electricity: your meter automatically uses kilowatt hours.

Gas: your gas meter measures how much gas you use in cubic metres or cubic feet. How much energy you get from that gas depends on things like gas pressure and quality, so we have to convert the cubic metres or feet into kilowatt hours. How we work this out is covered in law.

3.3. Using estimated readings

We'll have to estimate how much energy you've used if:

– we don't have a recent meter reading when we're due to send you a bill or statement

– the reading we have doesn't seem to be right

– your meter's faulty, or it's been damaged or tampered with.

We'll base our estimate on your previous readings. If we haven't got any readings, we'll base it on the average amount of energy someone in a property like yours uses.

If you don't agree with our estimate, you can give us meter readings through your online account or use the contact details in your confirmation letter.

3.4. Discounts

Your confirmation email or letter will show what discounts you get, if any.

3.5. Revised bills or statements

We may send you a revised bill or statement if we find out:

– the meter readings we used weren't accurate

– your meter wasn't working properly

– we had the wrong information about your meter.

We won't ask for payment for any charges for supply of energy that could reasonably relate to more than 12 months ago, unless you've behaved unreasonably or prevented us from getting any information.

3.6. Green Deal

Green Deal is a Government scheme that means a property can have energy-saving improvements fitted which are then paid for through the electricity bills for that property.

If your property has a Green Deal, you're responsible for paying the Green Deal charges. We'll collect these through your bills and pay them to your Green Deal provider. If you pay in advance, we'll collect the charges through your meter.

Green Deal charges aren't included in the prices we agree with you when you switch to us or switch to a different tariff. We'll contact you about those charges as soon as we know what they are.

3.7. FiT payments

We're required to make Feed-in Tariff (FiT) payments under our supply licence. If your property's eligible, we can make FiT payments to you if:

– you've got a FiT installation which is accredited by Ofgem or the Micro Certification Scheme (MCS); and

– you get your electricity from us or from a non-mandatory FiT supplier when you apply for FiT payments

We pay what's set out in the Feed-in Tariffs Order 2012, as amended, and our electricity supply licence.

4. Paying us

4.1. Paying in advance

4.1.1. You can pay in advance by Direct Debit (DD), cash or through a Smart Meter that is switched to prepayment mode, or a prepayment meter. We may need to change your meter and you may have to switch to another tariff to pay in advance for your energy, which means you may not be able to choose from our full range of tariffs. On Standard Variable Tariff (SVT) the price you pay for a unit of energy can go up or down. We'll tell you before we put the prices up.

We may ask you to pay in advance if we think you'll have trouble paying your bills.

If we need to change your meter you won't have to pay unless we have to move it to a different position.

If you pay in advance, we can set your meter to get back any money you owe us and what it cost us to get it back.

After we've fitted your prepayment meter, we'll agree with you whether you'll pay any amount you owe from your old way of paying in one go or whether you want to agree a payment plan to pay it off through your prepayment meter. If you pay it off in one go you must pay it within 7 working days.

4.1.2. You must top up your meter in advance to be supplied with energy;

4.1.3. You may be required to pay any extra charges for any additional services we may provide such as replacement keys, cards etc;

4.1.4. If the prepayment meter is adjusted to get back any charges that you owe, not just the costs of energy consumed. We will advise you of the proportion of each top up amount used as payment for these charges.

4.1.5. If you have a prepayment meter, you 'll be put on our Standard Variable tariff, which may be more expensive.

4.1.6. If you have to agree a re-payment plan with us, E.ON, and we believe that your financial circumstances have improved and/or you fail to keep up with the repayments we have agreed with you (for example you fail to top up your meter with credit) we will review your ability to pay and we may, where appropriate:

- ask you to pay back the total amount you owe us straight away, or

- increase the weekly rate at which you are paying back the debt (we will tell you about this before change it), or

- seek to recover that debt by an alternative means (for example we may agree another payment method with you), or

- take action against you through the courts to get back what you owe us.

4.2. Paying other ways

4.2.1. If you don't pay by Direct Debit and don't have a prepayment meter, you'll still be responsible for paying for the supply in full each month a different way, which you agree with us.

4.2.2. Payment is due when we bill you and we will give you a reasonable amount of time to pay (usually 7 days unless we agree something different).

4.3. Paying by Direct Debit

4.3.1. We prefer you to pay by fixed monthly Direct Debit. We'll agree a monthly amount with you and we'll contact you to confirm it. We will take the first payment around the time we start supplying your energy. After that you can agree a different payment date with us as long as is it not more than 28 days after your last payment. You can't change your payment date without agreeing it with us. We may change the amount to prevent you from getting into debt.

4.3.2. You are responsible for paying for the supply until your Contract with us ends, including any charges or debts that remain outstanding at the end of your Contract which aren't taken on by your new supplier. If you have entered into this Contract together with other people, each person will be jointly and individually liable for any money owed to us.

4.3.3. You should keep your account in credit and we'll track and carry the balance forward to the next month's Statement of Account.

4.3.4. We usually set your Direct Debit amount based on the amount of energy we think you'll use over the year divided by twelve unless you pay by variable Direct Debit; which means you pay your bill in full when you receive one, so the amount may go up or down each time.

4.3.5. We aim to review your Direct Debit at least twice a year and will suggest we reduce your Direct Debit if we think it's too high based on actual meter readings, or we can increase your Direct Debit if it's too low to help you avoid building up debt.

4.3.6. We will notify you at least 5 working days before the Direct Debit is due to come out of your account.

4.3.7. Your Direct Debit amount will be shown on your statement, and you should contact us if you think your bill is wrong.

4.3.8. If the amount payable is the subject of a bona fide dispute, the undisputed portion should be paid on your usual Direct Debit date. Any disputed amount should be paid via bank transfer within 7 working days of the dispute being resolved. No amounts can be offset or withheld on the monthly Direct Debit unless a credit note has been issued.

4.3.9. We reserve the right to refuse to process any transaction we believe to be fraudulent or suspicious.

4.3.10. We normally ask for payment one month in advance but based on your credit history, which we get from a credit reference agency, we may need you to pay a security deposit. We won't require you to pay a security deposit if you are on a prepayment Meter or have a Smart Meter installed which we operate in prepayment mode.

4.3.11. If you agree to pay your energy charges by Direct Debit but that arrangement fails due to insufficient funds, we will let you know and re-present the automated instruction within 5 working days. If your bank still won't pay us, or if you tell us you don't want to pay by Direct Debit any longer, we'll change the way you pay. We'll give you nine days' notice, then we'll start sending you bills instead of statements. You'll have to pay these within 7 days. We may transfer you to the non-Direct Debit version of your tariff (which may not have the same beneficial rates or charges as applied to the original version of your tariff) and will give you notice of any change to the terms of this agreement. If your tariff does not have a non-Direct Debit version, we may transfer you to the non- Direct Debit version of our standard tariff. In either of these cases your monthly payments may not be enough to pay for your usage and then there may be an outstanding balance due for payment immediately.

4.3.12. We will follow the rules for the Direct Debit Guarantee.

4.4. Other payment terms

4.4.1. During your contract we may review the amount of the security deposit you paid us based on your circumstances.

4.4.2. If we have agreed to supply you so long as you pay us a deposit or pay us in advance and you don't do this, we reserve the right to end this contract. If that happens, you'll be supplied under a Deemed Contract unless we agree a different contract with you.

4.4.3. If you request a refund of credit on your account, you must have provided us with a meter reading within 14 days of your request, unless you have a Smart Meter that we can collect readings from remotely. If it is a final bill you must also have provided us with a forwarding address.

4.4.4. We will not try to recover charges for your Energy that are older than 12 months unless we have already tried to recover these charges, or you have behaved obstructively or unreasonably.

4.4.5. If you have an account with us, we will routinely share information about your payment record with credit reference agencies. If we consider that your account is in default (i.e. you have not paid us and are in breach of your contract) we will notify you and if you do not pay us, we will report the unpaid debt to credit reference agencies who will record that as a default on your credit file.

4.5. Changing how you pay

You can ask us to change the way you pay at any time. Sometimes you may also need to change to a different tariff. If we agree, we'll confirm the changes to your contract and tell you when they start. Your standing charge may change. We may change how often we send your bills. We'll contact you about this.

If you want to change from paying in advance to another way of paying, you may need to let us check your credit rating.

4.6. What we pay off first

We'll use what you pay us to pay off your energy charges, then your non-energy charges. We'll pay off the oldest charges first. If you've got more than one account with us, we'll decide which account to make the payment to, unless we've agreed a payment plan for a specific account.

4.7. If you're having trouble paying

If you're struggling to pay your bill, please let us know as soon as possible and we can discuss ways that might help make paying your bills more manageable. You can contact us by any of the ways shown on our website or on a bill we've sent you, and we'll provide all the help and support we can to avoid disconnecting your Energy supply.

We might be able to agree a payment plan with you or arrange to fit a prepayment meter or switch your existing Smart meter into prepayment mode. We may also be

able to give you advice on how to use less energy.

4.8. If you don't pay us as we've agreed

If you don't pay us in the way and at the time we've agreed we may:

4.8.1. Offer you a payment plan which suits your circumstances;

4.8.2. Need you to pay your account up to date and we may change your Direct Debit arrangement so that it takes the full amount of your bill each month plus any debt you owe us rather than just a fixed amount;

4.8.3. Change the amount of your fixed Direct Debit or change the prepayment meter payments to get back the money you owe us;

4.8.4. Install a prepayment/PAYG meter or switch your existing meter into PAYG mode.

4.8.5. Provide information about your non-payment to credit reference agencies, which may affect your ability to get credit in the future;

4.8.6. Take legal action;

4.8.7. Refer your account to a debt collection agency or sell your debt to another company;

4.8.8. We may charge you to get back the costs of collecting payments from you, especially all costs we have to pay to get back the money you owe us, including bank charges due to cancelled or failed payments, the cost of visiting you, including through any debt collection agency, getting a Warrant of Entry from a Magistrates Court to get access to our meter and installing a meter in prepayment mode, cost of finding you if you have moved and not given us a forwarding address;

4.8.9. We may also charge interest at the relevant time on all outstanding charges from the date the charges first became overdue until the date you make payment of such charges;

4.8.10. If you don't pay your bill in the way and at the time we've agreed or we believe that you are at risk of failing to make the payments that you owe us, we'll work out your ability to pay and we may ask for payment out of any benefits you may be getting.

5. Moving home

Moving out

5.1. If you're not responsible for the property anymore, you need to tell us. Otherwise we'll keep charging you until someone else takes over responsibility for the energy.

5.2. Within 14 days of your move, provide us with a final meter reading and your new address so we can send you a final bill or any credit we owe you. If you've got a smart meter, we can take a reading ourselves. We can also clear your data from the meter and the Smart Energy Display.

Make sure you leave the Smart Energy Display behind.

5.3. We'll do everything reasonable to send you your final bill or statement within six weeks of you moving out (or of us finding out you've moved). You'll need to pay it within 14 days of us sending it unless we agree something else with you. We'll use your final reading. If you haven't given us one, we'll use the new occupant's reading or, if we don't have that, our own estimated reading.

5.4. If you have a credit on any E.ON account when you move, we may use it to pay off a debt on any other account you have with us. This might be for a different fuel or property. We'll pay you anything that's left so make sure we have your new address.

5.5. If you move out of a property with Green Deal charges due, you'll have to pay those charges up to the date you move out, on top of anything else you owe.

6. If you wish to leave

Switching supplier

6.1. If you switch supplier, we'll do everything reasonable to make the switch happen within 21 days of the new supplier telling us.

If you have a smart meter, it might not work with your new supplier. Talk to us or your new supplier about this.

We'll do everything reasonable to send you your final bill or statement within six weeks of you switching. You'll need to pay it within 14 days of us sending it unless we agree something else with you.

We can stop you switching if you owe us money. If you pay in advance you can switch as long as you owe £500 or less for each fuel. Both you and your new supplier would have to agree to move the debt over to them.
If you've been paying in advance through a smart meter we'll change your meter to credit mode (that means paying after you've used energy or 'in arrears', not in advance). We'll clear the settings on your meter and Smart Energy Display at about midnight on the day your switch happens.

Your new supplier will start collecting any Green Deal charges you owe on your new property.

If you have a credit on any E.ON account when you've switched, we may use it to pay off a debt on any other account you have

with us (for example for a different fuel or property). Any remaining credit will be paid to you as long as you gave us an up to date meter reading.

6.1.1. If you do choose to switch supplier all outstanding amounts will need to be paid.

6.1.2. We may end this Contract immediately if:

- You are in material breach of the Contract;

- You did not pay us what you owe us when we asked; and

- You no longer own or occupy the Premises; and

- We no longer have the relevant licences to supply your Energy.

- Ofgem gives a "Last Resort Supply Direction" to another supplier in respect of the Energy in relation to the Premises.

7. About the energy we supply you

7.1. Renewable electricity

All of the electricity we supply to you will be backed by renewable certificates, as evidence that we've generated or purchased electricity from renewable sources such as wind, solar and biomass. However, if for any reason, and at any time, we're unable to obtain sufficient renewable certificates to match your supply, we may have to start to supply all or part of your electricity from a non- renewable source.

7.2. Standards of service

Energy is delivered to your meter by your local network operator. You can call them on 105. You'll find details about them on your bill or statement.

Things can happen that can't be controlled by them or by us. For instance, your electricity or gas might be of lower quality than usual.

7.3. Electricity National Terms of Connection

We're acting on behalf of your electricity network operator to make an agreement with you. The agreement is that you and your electricity network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This'll happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your property.

If you want to know who your network operator is, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU, phone: 0207 706 5137 or see connectionterms.org.uk.

7.4. Emergencies

If anyone living in your property has a serious medical condition or a disability, let us know. Where appropriate, we'll tell your network operator, so they can try to make sure you can still use essential equipment if there's a loss of supply.
In a gas emergency, we or your network operator might ask you to turn down gas appliances or stop using gas altogether. You'll need to follow any instructions we give you.

Sometimes your gas might be turned off because there's not enough available in the network. This is called a gas deficit emergency. It's rare, but if it happens you might qualify for compensation. It'd be worked out in line with a document called the Uniform Network Code. We'll add the payment to your account as soon as the people who run the gas transmission grid tell us we should.

7.5. Meter faults and problems

If you think your meter is faulty, contact us using the contact details on our website so we can test it. You pay for the test, but if the meter does turn out to be faulty, we'll refund you. Until we've fixed the fault, we'll estimate how much energy you've used.

7.6. Getting access to your meter

You must let us, anyone we authorise, or your network operators, have access to your meter at any time. This'll be in normal working hours unless it's an emergency or we've agreed a time with you. We'll also take as much care as we can while we're in your property.

We need to inspect your meter regularly to check it's safe and working properly.

If you don't let us have access to your meter, we can charge you our costs. That could include the cost of a warrant.

8. If you are not happy with our service

Complaints

8.1. If you haven't received the service you'd expect, you can contact us and we'll follow the complaints policy on our website.

8.2. If you need independent advice at any time you can contact Citizens Advice by phone on 0808 223 1133 or visit their website at www.citizensadvice.org.uk/energy/. Their service is free, independent and confidential.

8.3. When you send a formal complaint, we will do everything in our power to resolve the issue.

8.4. If we can't agree on a solution with you, we'll write to you to explain our position and our best offer. This is known as a deadlock letter.

8.5. If you don't want to accept the suggestion in the deadlock letter, or if the issue has dragged on for more than eight weeks, then you can refer the issue to the Energy Ombudsman.

They offer a free and impartial service that sorts out disputes between energy companies and customers.

You can get in touch with the Ombudsman by:

– phone on 0330 440 1624

– email at osenquiries@os-energy.org

What they decide is legally binding for us, but not for you.

8.6. We'll put details of any changes to our complaints process on our bills, statements, and website.

8.7. If you bought your energy online, you could use the Online Dispute Resolution (ODR) Platform at http://ec.europa.eu/consumers/odr/ to try to settle the dispute by completing the online form.

Please do not do this until you have followed our internal complaints process as set out above. As part of the ODR process we need to agree with you which dispute resolution body needs to hear your complaint. If we cannot agree then your complaint will not be processed further - please see the site for more information.

9. Other responsibilities

9.1. Our responsibilities

We're not liable for:

– any harm to you, which we couldn't have expected when we agreed your contract
– any damage you suffer that's outside our control, whatever caused it

If the network operator causes you loss or damage, we'll only be responsible for what we're entitled to get back from them on your behalf.

The maximum we or the network operator can pay in any one year (January to December) for any incident, or related series of incidents, is £1,000,000. That limit doesn't apply if someone's died or been injured, or if the law doesn't limit liability.

9.2. Your responsibilities

You're responsible for all energy you use at the property, paying bills in line with this contract and taking care of the meter. If more than one person's responsible for using electricity and gas at the domestic property, you'll all be responsible – as individuals or together – for paying your bills.

You are responsible for paying for the supply until your Contract with us ends, including any charges or debts that remain outstanding at the end of your Contract which aren't taken on by your new supplier. If you have entered into this Contract together with other people, each person will be jointly and severally liable for any money owed to us. You will all become each others' financial associates which will be recorded on your credit report and may affect your credit score in the future.

You must take care of the meters at the property, including making sure they're protected from the weather. You're responsible for making sure there's a meter box or cover for the meter or replacing them.

You must let us know straight away if you think your meter's damaged or if you think it's been tampered with. If the damage is your fault or caused by your negligence, we'll charge you for repairing or replacing the meter. We can prosecute anyone responsible for damaging or tampering with metering equipment.

It's illegal and dangerous to interfere with our equipment, or the network operator's, for example to steal energy, or try to.

If you've got a smart meter, you must not let anything stop it communicating with us.

10. Personal data

10.1. Processing your data

For the purpose of supplying you with energy under this contract E.ON will be the 'data controller'. This means E.ON UK plc, and the companies owned by E.ON UK plc who provide energy and related products and services. For further information on how we'll process your personal data please see our privacy notice (eonenergy.com/privacy) which we'll amend from time to time.

10.2. Your rights

You've a number of rights which relate to the access to and control of your data. These are also set out in our privacy notice.

11. Terms for fixed term tariffs

11.1. About these tariffs

11.1.1. Some tariffs are only available if you pay by Direct Debit and manage your account online. This will be confirmed when you agree your contract and also confirmed in your welcome letter.

11.1.2. You agree to the installation of a Smart Meter, where eligible. You still qualify for this tariff if you already have a smart meter installed or it's not currently possible to install a smart meter at your property.

11.1.3. If your tariff has an end date, we might charge you a fee, known as an exit fee, if you switch more than six weeks before that date. Your welcome letter will tell you about this.

11.2. About your prices

Your prices are shown in your confirmation letter. These prices and your terms and conditions will stay the same until the end date shown in your confirmation letter, unless:

– you stop paying by Direct Debit, or a Direct Debit payment fails

– you do not provide us with your meter reading – you owe us money and we switch you to paying in advance

– a law or regulation means we need to make a change (like VAT changes)

– we had to end the contract due to your not adhering to what we agreed – the Government or our regulator (Ofgem) tells us to change our prices.

You can arrange to switch to another of our tariffs or to another supplier at any time without giving notice, but if you switch supplier before we send you your renewal notice we may charge you an exit fee. See your confirmation letter for details.

11.2.1. If you change your payment method then your standing charge and unit rate may increase and you may lose any discounts associated with the tariff.

11.2.2. If you don't pay for your energy as agreed you may be moved onto our Standard Variable tariff, this may mean your prices increase.

11.3. What happens at the end date

At the end date, if you haven't switched supplier or agreed a new tariff with us, unless you choose to move onto a new Fixed Rate Tariff, Variable Rate Tariff or Time of Use Tariff, subject to availability and at our discretion, we will automatically transfer you to either:

11.3.1. The cheapest Variable Rate Tariff; or

11.3.2. A Relevant Fixed Term Default tariff that is cheaper than (or as cheap as) our cheapest Variable Rate Tariff with no exit fees, in each case calculated based on our estimate of your annual energy usage and as appropriate for your payment method, meter type and other relevant account arrangements.

11.3.3. If you move onto a new Fixed Rate Tariff when your previous Fixed Rate Tariff ends, we'll start a new contract based on the new

Fixed Rate Tariff on the date the old one ends.

Prices on our standard variable tariffs can change at any time but will never be more than the cap set by Ofgem. We'll contact you about six weeks before your end date with all the details about the tariff we'll switch you to.

11.3.4. If you switch supplier or switch to another tariff our price protection rules may apply, this means you can switch to another of our tariffs up to 20 working days after the changes are due to start and we'll keep you on your old prices and terms and conditions until your switch is complete.

If you decide to switch to another supplier, they'll let us know. If they tell us no more than 20 working days after the changes are due to start and your switch is then completed within six weeks, we'll keep you on your old prices and terms and conditions until your switch is complete.

However, if you owe us money we may stop you from switching supplier – we'll let you know. If you pay the money you owe us no more than 30 working days after we've let you know about it, you'll be able to carry on with your switch. We'll keep you on your old prices and terms and conditions providing your switch is completed within six weeks.

12. Terms for our Standard Variable Tariff

12.1. About this tariff

Your prices are in your confirmation letter. We can change the prices, or these terms and conditions, at any time. Prices on our standard variable tariffs will never be more than the cap set by Ofgem.

Our Standard Variable Tariff doesn't have an end date. You'll stay on this tariff unless you switch to another of our tariffs, or switch to another supplier. You don't need to give us any notice, and we won't charge you an exit fee to leave.

12.2. Putting up our prices or changing these terms in a way that makes you worse off

If we increase our tariff prices or change our terms and conditions in a way that's less favourable to you, we'll contact you before the changes takes effect. If you don't want to accept the changes, you can switch to another of our tariffs or another supplier and our price protection rules may apply.

You can switch to another of our tariffs up to 20 working days after the changes are due to start and we'll keep you on your old prices and terms and conditions until your switch is complete.

If you decide to switch to another supplier, they'll let us know. If they tell us no more than 20 working days after the changes are due to start and your switch is then completed within six weeks, we'll keep you on your old prices and terms and conditions until your switch is complete.

If you decide to switch to another supplier, they'll let us know. If they tell us no more than 20 working days after the changes are due to start and your switch is then completed within six weeks, we'll keep you on your old prices and terms and conditions until your switch is complete.

However, if you owe us money we may stop you from switching supplier – we'll let you know. If you pay the money you owe us no more than 30 working days after we've let you know about it, you'll be able to carry on with your switch. We'll keep you on your old prices and terms and conditions providing your switch is completed within six weeks.

Schedule 2a: Non-domestic terms and conditions

1. About You

1.1. These Terms and Conditions apply if we supply your SME business with energy and:

1.1.1. you have entered into a verbal or written contract with us;

1.1.2. we continue to supply you after your Contract with us has ended; or

1.1.3. you are a deemed customer.

1.2. We may also identify you as a Micro Business Consumer. Micro Business Consumers are afforded additional levels of protection as a matter of law.

2. Your Contract

2.1. The "Contract" is the Contract between us and you governing the rights and obligations of each Party in respect of the supply of Energy to each of the Meter Point(s) specified in your Contract Confirmation Letter. The Contract comprises and incorporates:

a. these Terms and Conditions;

b. the then current Contract Confirmation Letter (including any special terms and conditions stated in the Contract Confirmation Letter to apply to this Contract or any particular Plan);

c. any other document, annex or appendix referred to in these Terms and Conditions or the Contract Confirmation Letter; and

d. any other terms and conditions agreed between us and recorded in Writing from time to time and expressed to be amending or supplementary to these Terms and Conditions or the Contract.

2.2. These Terms and Conditions apply to Meter Points under a Fixed Business Plan, a Your Business Flexible Contract or a Variable Price Plan and to Meter Point(s) subject to the Deemed Customer Scheme. Certain sections of these Terms and Conditions are only relevant if you are on a specific Plan and/or the Deemed Customer Scheme.

3. Deemed Customer Scheme

3.1. If you are or become responsible for Premises relevant to the Meter Points in respect of which we are the Registered Supplier of Energy but you have not entered into a contract with us for the supply of Energy to those Meter Point(s) or any such a contract with us has been terminated, then our supply of Energy to such Meter Point(s) shall be made under the Deemed Customer Scheme and you shall pay the Deemed Prices.

3.2. Our supply of Energy to you under the Deemed Customer Scheme shall apply until the date:

a. you agree a contract for the supply of Energy to the relevant Meter Point(s) with us;

b. you transfer your supply of Energy to the relevant Meter Point(s) to another Supplier;

c. none of the relevant Meter Point(s) are registered to us; or

d. your supply of Energy for the relevant Meter Point(s) is Disconnected.

To be clear, your supply will terminate on whichever is the earlier of the above dates.

4. Commencement and duration

4.1. Your Contract shall start on the date that we confirm to you as the date we accepted your Contract with us (the "Commencement Date") and shall continue for at least the fixed period you have agreed to receive Energy from us for (unless terminated earlier in accordance with the Contract).

4.2. If we supply Energy to you under the Deemed Customer Scheme, then your Contract is deemed to have started when you first become responsible for the Premises relevant to the Meter Points or when your relevant contract is terminated (the "Deemed Scheme Commencement Date") and shall continue until the date specified in Clause 3.2.

5. Credit Terms

5.1. You acknowledge and agree that prior to and from time to time during the Contract (including at the start or renewal of a Plan) we may check your credit status with a third party Credit Bureau(x) and receive regular updates relating to your credit status. This

may include checking the credit status of you, your affiliates, your partners, and/or the directors of your business (as applicable).

5.2. Subject to Clause 20, you agree that we may share information relating to you and your Contract with one or more Credit Bureau(x) for the purposes of exercising our rights under Clause 5.1 above.

You are responsible for ensuring that the appropriate consents have been obtained from any individuals that we credit check under Clause 5.1 above.

5.3. If we are not satisfied with the results of any credit check performed under this Clause 5 or at any time have concerns regarding your ability to pay under this Contract, we will Notify you and we may:

a. require you to pay a security deposit in accordance with Clause 5.4;

b. b. require you to use a specific payment method;

c. c. change how often you receive a Bill from us; and/or

d. d. require you to pay for your Energy using a Prepayment Meter.

5.4. Security Deposits

5.4.1. If we require you to pay a security deposit under Clause 5.3, we shall Notify you of the amount of the security deposit required and you shall pay that amount to us in cleared funds by the date we specify (acting reasonably) or such other date we may agree with you.

5.4.2. We will hold your security deposit and be entitled to use your security deposit to pay overdue amounts from you. If we use all or part of your security deposit in accordance with this clause, then we may request a supplementary security deposit to be paid to us in an amount equal to the amountof the original security deposit less the amount we have previously used or such other amount as we reasonably require and such supplementary security deposit shall be paid by you within ten (10) Working Days of the date of our notification to you or such other date we may agree with you.

5.4.3. If, at any time during your Contract, you fail to pay any security deposit (or supplementary security deposit) when required, we may (without prejudice to any other legal remedies we may have in respect of such failure):

a. terminate your Plan in accordance with Clause 15.3.1;

b. amend your billing and/or payment terms;

c. require you to use a specific payment method, including demand completion and return of a Direct Debit mandate form and payment strictly by Direct Debit for the remainder of your Contract;

d. change your Smart Meter to the Pay-As-You-Go setting where applicable;

e. require you to pay for your Energy using a Prepayment Meter;

f. De-energise or Disconnect your supply in accordance with Clause 15.5; and/org. charge you for any reasonable costs we have incurred as a result of your failure to provide a security deposit when requested.

5.4.4. We shall repay you the unused balance of the security deposit with interest at the Barclays Business Premium Bank Rate, in the following circumstances:

a. in the event that a receiver, liquidator, administrator or administrative receiver is appointed by or over us or any of our assets and this Contract is terminated; or

b. we are no longer the Registered Supplier for any and all of the Meter Points; and/or

c. you cease to be the owner or occupier of any and all of the Premises;

in each case, we shall only repay you the unused balance of the security deposit as soon as reasonably practicable following termination of your Contract.

6. Pre-supply and supply conditions

6.1. Subject to 6.3 below, our obligation to supply Energy to each Meter Point under your Contract will commence on the later of:

a. the Commencement Date or the Deemed Scheme Commencement Date (as applicable); or

b. the Start Date (subject to us becoming the Registered Supplier in respect of the Meter Point).

6.2. Our obligation to supply Energy to each Meter Point is conditional upon the representations and warranties given by you under Clause 6.7.2 and Clause 19.1 being true and accurate. If we consider (acting reasonably) that such representations and warranties are not true and accurate, we are not obliged to supply Energy to the Meter Point(s) under your Contract until we are satisfied that such representations and warranties are true and accurate.

6.3. Immediately following the Commencement Date, you must terminate your agreement with your previous Supplier and take all reasonable steps to ensure that your previous Supplier shall not raise a transfer objection under the terms of your agreement with them.

6.4. We shall take all reasonable steps to complete a supplier transfer for each Meter Point from your previous Supplier within twenty-one (21) days from the day after the Commencement Date, unless:

a. a. you have requested that the supply transfer take place over a longer time period;

b. you terminate your Contract with us under Clause 15.2 prior to the transfer being completed;

c. your current Supplier raises an objection to the transfer;

d. we do not have all of the information required to complete a supply transfer despite having taken reasonable steps to obtain such information; and/or

e. e. other circumstances which are beyond our reasonable control.

6.5. We shall not be liable in any circumstances to you where Registration of one (1) or more Meter Points is delayed beyond the Start Date for any of the reasons specified in Clause 6.4 above.

6.6. In respect of all Metering Equipment at Meter Points that is not read remotely, you shall take meter readings at each such Meter Point on the date on which our obligation to supply Energy to such Meter Point commences under Clause 6.1, and shall provide the readings to us within three (3) Working Days. If you fail to supply such meter readings or if we or an Agent reasonably believe such meter readings are incorrect, then you agree to accept, subject to Clause 12.5, the use of estimated meter readings provided by the Agent and considered to be reasonably accurate for the purposes of your Contract.

6.7. Representations and warranties

6.7.1. At the time of entering into your Contract we represent and warrant that we have a valid Supply Licence.

6.7.2. You represent and warrant that:

a. each Meter Point is connected to the Network or shall be connected to the Network by no later than the Start Date;

b. we are or shall be the sole Supplier at each Meter Point at the Start Date and for the duration of your Contract;

c. you are the owner or occupier of the Premises or have express authority from the owner or occupier of such Premises to enter into the Contract;

d. you are not and will not be for the duration of the Contract, a person on a Sanctions List or controlled by a person on a Sanctions List;

e. where you are a corporate entity (such as a limited company or limited liability partnership), you are duly organised and validly existing under the laws of your jurisdiction of organisation or incorporation, you have the power to enter into the Contract and have obtained all necessary internal authorisations and approvals to enter into and perform your obligations under the Contract and for your relevant representative to execute the Contract on your behalf; and

f. where you are an individual, you are 18 years of age or over and have the mental capacity to enter into the Contract.

6.8. Your interest in the Premises

6.8.1. Prior to entering into the Contract, you must provide us with satisfactory evidence to demonstrate that you are the owner and/or occupier of the Premises or that you have the relevant authority from the owner or occupier of such Premises to enter into the Contract. Where you are not the owner and/or occupier of the Premises, you must provide us with the name, address and telephone number of the owner or occupier of the Premises (for example, your landlord and any other intermediary landlord), and have obtained appropriate consent from such persons to send their details to us.

6.8.2. You must Notify us immediately in Writing if, at any time during the Contract, there is any change to your ownership and/or occupation of the Premises or your authority from the owner or occupier of such Premises to enter into the Contract, or there is any change to the information provided to us under Clause 6.8.1.

6.8.3. Where you cease to be the owner or occupier of a Premises you must give us as much notice as possible and provide us with your new address and the details of the new owner or occupier of the Premises. You shall be liable for all Charges in respect of each Meter Point until responsibility for the relevant Premises is assumed by a new owner or occupier or the supply is Disconnected by us or the Network Operator.

6.8.4. In the absence of an express Notification to the contrary we will always deem you to be the person taking the supply of Energy at the Premises. Where you are not the person consuming the Energy supplied to such Premises, but you are the landlord or owner of the Premises, you accept that you shall be liable for all of the Energy supplied to the Meter Point(s) under the Contract and shall be deemed, for all purposes, as the person taking the supply, and shall be subject to all the relevant laws and regulations applicable to such person.

6.9. Prior to entering into the Contract, you must provide us with details of any on-site generation or Advanced Meters at the Premises, and Notify us at least one (1) Month in advance, and in any event as soon as practicable thereafter, of any changes to such information.

7. Supply

7.1. In accordance with these Terms and Conditions, you agree to take the Energy which we supply to each Meter Point under this Contract and to pay for such supply.

7.2. Your Network Operator is responsible for the quality of the Energy we supply to you and therefore we shall not be liable or held responsible for any issues you might have with the quality or characteristics of the Energy supplied to the Meter Point(s). If you have an issue with the quality or characteristics of the Energy supplied to any Meter Point, we can provide you with contact details for your Network Operator.

7.3. You acknowledge and agree that your supply may be De-energised or Disconnected or you may be directed to stop or limit your use of Energy:

a. to avoid danger or as a result of an emergency or potential emergency;

b. to enable maintenance or repair work to be carried out;

c. in accordance with the Act, any Industry Code or industry agreements we have necessarily entered into in order to supply Energy;

d. for electricity only, by or on behalf of your Network Operator under your connection agreement with them or the National Terms of Connection;

e. for gas only, where Premises are supplied on an interruptible basis as determined under industry regulations and/or any Industry Codes;

f. for gas only, where you are subject to Firm Load Shedding by a Gas Transporter as a result of a Gas Deficit Emergency; or

g. otherwise in accordance with these Terms and Conditions and/or any documents referenced in these Terms and Conditions.

7.4. We will try and give you advance notice of any requirement to De-energise, Disconnect or limit your supply of Energy, but in some circumstances (for example, where there is danger to life or property), we may De-energise, Disconnect or limit your supply without giving you advance notice.

8. Your general obligations

8.1. You must send to us at the Notice Address any completed Supplier Certificates at least five (5) Working Days prior to the relevant period for which such Supplier Certificate is applicable in order for us to take into account such certificate in our bills. We shall be under no obligation to take into account any Supplier Certificate delivered to us after such date, and you acknowledge and agree that we shall in no circumstances be liable to you for any costs, losses or liabilities you incur as a result of failing to provide to us a complete Supplier Certificate on time.

8.2. You must not damage or interfere with our equipment and you must not, nor permit any other person to, steal Energy or use Energy through tampering with our equipment or any Metering Equipment located on the Premises. You shall be liable for all costs, losses, expenses and liabilities we incur as a result of any breach of this Clause 8.2. The theft of Energy is a criminal offence.

8.3. You, or any Agent appointed by you, must not, by any act or omission, cause us to be in breach of any legal or regulatory obligation binding on us.

8.4. Letters of Authority

8.4.1. Where you wish to authorise a third party to act on your behalf in connection with your Energy account and/or the Contract:

a. you must have provided to us and such third party a valid Letter of Authority in a form and substance satisfactory to us appointing such third party as your agent; and

b. where such third party is an energy broker or other Third Party Intermediary, we must have confirmed (at our discretion) that either we have or will have a valid agreement in place with such third party or are otherwise willing to deal with such third party.

8.4.2. Where we have received a valid and acceptable Letter of Authority in accordance with Clause 8.4.1, we shall:

a. provide the Beneficiary of such LOA with the information specified in the LOA and which is reasonably requested and not otherwise readily available to you or the Third Party Intermediary upon their request;

b. act on the instructions of the Beneficiary of such LOA in connection with your Energy account and the Contract; and

c. otherwise deal with and communicate with the Beneficiary of such LOA in relation to your Energy Account and the Contract in accordance with the terms of such LOA.

8.4.3. You acknowledge and agree that you are and will be legally bound by the actions of the Beneficiary of any LOA you have provided under this Clause 8.4 and will take all necessary actions required to ratify the actions of such Beneficiary.

8.4.4. If you wish to amend or terminate any LOA you must Notify us immediately. We will amend how we deal with, or, if applicable, cease to deal with, the Beneficiary of any such LOA as soon as reasonably practicable after receiving any such Notice. If you or the Beneficiary of an LOA become insolvent, we will deem any relevant LOA to have been terminated.

8.4.5. You agree that we may contact you at any time to confirm the validity and scope of an LOA. Where we are unable to confirm this with you, you agree that we may not provide the relevant third party with any further information or otherwise deal with such third party in relation to your Contract, your Energy account or payment history until we have been able confirm the validity and scope of an LOA with you.

9. Fixed Business Plan

9.1. Clause 9 applies if your Contract Confirmation Letter states that you are on a Fixed Business Plan.

9.2. Fixed Business Prices

9.2.1. Subject to Clause 9.2.2 below, we shall charge you our Fixed Business Prices for the supply of Energy during the term of your Fixed Business Plan.

9.2.2. At any time during the term of your Fixed Business Plan, we may only change the Fixed Business Prices in accordance with Clause 13.3. We will Notify you if we make any changes to the Fixed Business Prices before they are due to take effect.

9.3. Other terms of your Fixed Business Plan

9.3.1. Your Contract Confirmation Letter will set out, among other things:

a. either the date on which your Fixed Business Plan will start, the End Date and/or the duration of your Fixed Business Plan; and

b. b. any additional terms and conditions applicable to your Fixed Business Plan.

Any such additional conditions stated in the Contract Confirmation Letter will apply for the duration of the Fixed Business Plan, except where such conditions are varied in accordance with Clause 13. Where any such change is to take effect before the End Date of your Fixed Business Plan, you may exercise your rights to terminate your Contract under Clause 13.2.

9.4. Ending your Fixed Business Plan

9.4.1. Your Fixed Business Plan will end on the End Date unless terminated early in accordance with Clause 9.5 or Clause 15.3.1.

9.4.2. Unless you have already agreed a new Plan and Contract with us (in respect of which see Clause 9.4.6 below), on or around sixty (60) days prior to the End Date of your Fixed Business Plan, we will:

a. issue you with a Renewal Offer Letter; and/or

b. otherwise contact you to discuss your renewal options following which we may issue you with a Renewal Offer Letter or alternative Contract Confirmation Letter in relation to a new Plan.

You may accept any such offer within the time period specified in the relevant offer document. Where you do so, the provisions of this Contract shall apply in respect of such renewed or new Plan (incorporating the then current Contract Confirmation Letter), provided that these Terms and Conditions shall be replaced by the latest version of the Standard Terms and Conditions for SME customers as published at eonenergy.com from time to time, also available from us on request.

9.4.3. We may determine whether or not to offer to renew your existing Fixed Business Plan or offer you a new Plan under this Contract at our discretion. Without limiting the foregoing, we will not offer to renew your Fixed Business Plan or offer you a new Plan under this Contract if your account has an Outstanding Balance and we have notified you that we have applied to a court for a warrant to enter your property.

9.4.4. If you do not accept an offer we have provided to you under Clause 9.4.2 or agree to transfer to another Plan under this Contract, then:

a. where you have not also indicated to us your intention to change to an alternative Supplier, immediately following the End Date of your existing Fixed Business Plan you will be automatically put on to an alternative plan with the details provided in the Renewal Offer Letter, unless and until we agree a new Plan with you or this Contract ends under Clause 4 or is terminated in accordance with Clause 15; or

b. where you have indicated to us an intention to change to an alternative Supplier and subject to Clause 9.5.2, immediately following the End Date of your existing Fixed Business Plan, you shall pay Out of Contract Prices unless and until this Contract ends under Clause 4 or is terminated in accordance with Clause 15; and in each case, these Terms and Conditions shall be replaced by the latest version of the Standard Terms and Conditions for SME customers as published at eonenergy.com from time to time, also available from us on request.

9.4.5. If we do not offer to renew your current Fixed Business Plan or offer you another Plan under this Contract in accordance with Clause 9.4.3, immediately following the End Date of your existing Fixed Business Plan, you shall pay Out of Contract Prices unless and until this Contract ends under Clause 4 or is terminated in accordance with Clause 15 and these Terms and Conditions shall be replaced by the latest version of the Standard Terms and Conditions for SME customers as published at eonenergy.com from time to time, also available from us on request. Where this Clause 9.4.5 applies, we may, at our discretion, offer you a new contract for the supply of Energy which will be subject to different terms and conditions. If you do not agree to any such contract, then this Contract shall continue to apply and you will be charged our Out of Contract Prices unless and until this Contract ends under Clause 4 or is terminated in accordance with Clause 15.

9.4.6. Where you are on a Fixed Business Plan and before sixty (60) days prior to your End

Date, you agree a new Fixed Business Plan with us in respect of each of your Meter Points under this Contract, the provisions of Clause 15.2.4 shall apply.

9.5. Early Termination of your Fixed Business Plan

9.5.1. You may give us Notice to terminate your Fixed Business Plan at any time prior to the Notice Date. If you have provided Notice to terminate your Fixed Business Plan prior to the Notice Date, termination of your Fixed Business Plan shall take effect on the End Date of your Fixed Business Plan.

9.5.2. You may terminate your Fixed Business Plan at any time after the Notice Date by giving us at least thirty (30) days' Notice.

If you have provided Notice to terminate your Fixed Business Plan after your Notice Date:

a. termination of your Fixed Business Plan shall take effect thirty (30) days after the date of your Notice under this Clause 9.5.2; and

b. you shall be charged your Fixed Business Plan prices until the End Date of your Fixed Business Plan and then we shall charge you the alternative plan prices for the remainder of your Notice Period.

9.5.3. To be clear, you may Notify us of your intention to transfer your Meter Points to an alternative Supplier, and therefore cause this Contract (and any Plan thereunder) to end under Clause 4, at any time. Your Contract will not come to an end until the End Date of your Fixed Business Plan and until the date your Meter Points cease to be registered with us.

9.5.4. If your Fixed Business Plan has terminated under this Clause 9.5 and you are not on another Plan but your Contract has not ended under Clause 4 (including where the transfer of your Meter Points to an alternative Supplier has not been completed) or terminated in accordance with Clause 15, you shall pay Out of Contract Prices unless and until this Contract ends under Clause 4 or is terminated in accordance with Clause 15 and these Terms and Conditions shall be replaced by the latest version of the Standard Terms and Conditions for SME customers as published at eonenergy.com from time to time, also available from us on request.

10. Variable Price Plan

10.1. Clause 10 applies if you are on a Variable Price Plan.

10.2. Variable Prices

10.2.1. Subject to Clause 10.2.2 below, we shall charge you our Variable Prices for the supply of Energy during any period that you are on a Variable Price Plan.

10.2.2. We may, at any time during the period that you are on a Variable Price Plan and for any reason, change the Variable Prices. We will Notify you if we make any changes to the Variable Prices before they are due to take effect.

10.3. Other terms of your Variable Price Plan

10.3.1. Your Contract Confirmation Letter will set out, among other things:

a. the date on which your Variable Price Plan will start; and

b. any additional terms and conditions applicable to your Variable Price Plan.

Any such additional conditions stated in the Contract Confirmation Letter will apply for the duration of the Variable Price Plan, except where such conditions are varied in accordance with Clause 13.

10.4. Ending your Variable Price Plan

10.4.1. Your Variable Price Plan will continue until the earlier of the date on which:

a. you agree a new contract or Fixed Business Plan with us and such contract or Plan takes effect;

b. this Contract ends under Clause 4 or is terminated under Clause 15; or

c. your Variable Price Plan is terminated under Clause 10.5 or 15.3.1.

10.5. Termination of your Variable Price Plan

10.5.1. You may terminate your Variable Price Plan at any time by giving us thirty (30) days' Notice. If you have provided Notice to terminate your Variable Price Plan, then:

a. termination of your Variable Price Plan shall take effect thirty (30) days after the date of your Notice under this Clause 10.5.1; and

b. subject to Clause 10.5.2, we shall charge you the existing Variable Prices for the remainder of your Notice Period.

10.5.2. If:

a. you have given notice to terminate your Variable Price Plan or your Contract after we have notified you of a change to the Variable Prices under Clause 13.2.1; and

b. your Notice Period takes you past the date such price change will take effect, we shall charge you the Variable Prices as amended by the relevant price change for the remainder of your Notice Period after the date on which the price change generally takes effect.

10.5.3. To be clear, you may Notify us of your intention to transfer your Meter Points to an alternative Supplier, and therefore cause this Contract (and any Plan thereunder) to end under Clause 4, at any time provided that your Contract will not come to an end until the date thirty (30) days after such notice, and until your Meter Points cease to be registered with us.

10.5.4. If your Variable Price Plan has terminated under this Clause 10.5 and you are not on another Plan but your Contract has not ended under Clause 4 or terminated in accordance with Clause 15, you shall pay Out of Contract Prices unless and until this Contract ends under Clause 4 or is terminated in accordance with Clause 15 and these Terms and Conditions shall be replaced by the latest version of the Standard Terms and Conditions for SME customers as published at eonenergy.com from time to time, also available from us on request.

11. Your Business Flexible Contract

11.1. Clause 11 applies if you are on a Your Business Flexible Contract.

11.2. Flexible Prices

11.2.1. Subject to Clause 11.2.2 below, we shall charge you our Flexible Prices for the supply of Energy during any period that you are on a Your Business Flexible Contract.

11.2.2. We will, during the period that you are on a Your Business Flexible Contract fix your Flexible Prices every twelve (12) months. We will Notify you if we make any changes to the Flexible Prices before they are due to take effect.

11.3. Other terms of Your Business Flexible Contract

11.3.1. Your Contract Confirmation Letter will set out, among other things:

a. the date on which your Flexible Business Contract will start; and

b. any additional terms and conditions applicable to Your Business Flexible Contract.

Any such additional conditions stated in the Contract Confirmation Letter will apply for the duration of the Your Business Flexible Contract, except where such conditions are varied in accordance with Clause 13.

11.4. Ending Your Business Flexible Contract

11.4.1. Your Business Flexible Contract will continue until the earlier of the date on which:

a. you agree a new contract or Fixed Business Plan with us and such contract or Plan takes effect;

b. this Contract ends under Clause 4 or is terminated under Clause 15; or

c. Your Business Flexible Contract is terminated under Clause 10.5 or 15.3.1.

11.5. Termination of Your Business Flexible Contract

11.5.1. You may terminate Your Business Flexible Contract at any time by giving us thirty (30) days' Notice. If you have provided Notice to terminate Your Business Flexible Contract, then:

a. termination of Your Business Flexible Contract shall take effect thirty (30) days after the date of your Notice under this Clause 11.5.1; and

b. subject to Clause 11.5.2, we shall charge you the existing Flexible Prices for the remainder of your Notice Period.

11.5.2. If:

a. you have given notice to terminate Your Business Flexible Contract after we have notified you of a change to the Flexible Prices under Clause 11.2.1; and

b. your Notice Period takes you past the date such price change will take effect, we shall charge you the Flexible Prices as Notified for the remainder of your Notice Period after the date on which the price change takes effect.

11.5.3. To be clear, you may Notify us of your intention to transfer your Meter Points to an alternative Supplier, and therefore cause this Contract (and any Plan thereunder) to end under Clause 4, at any time provided that your Contract will not come to an end until the date thirty (30) days after such notice, and until your Meter Points cease to be registered with us.

11.5.4. If Your Business Flexible Contract has terminated under this Clause 11.5 and you are not on another Plan but your Contract has not ended under Clause 4 or terminated in accordance with Clause 15, you shall pay Out of Contract Prices unless and until this Contract ends under Clause 4 or is terminated in accordance with Clause 15 and these Terms and Conditions shall be replaced by the latest version of the Standard Terms and Conditions for SME customers as published at eonenergy.com from time to time, also available from us on request.

12. Payment and billing terms

12.1. Bills

12.1.1. For each Billing Period during the term of your Contract, we shall send you a Bill in respect of all Charges due from you in respect of the Energy supplied to the Meter Point(s) under this Contract during the relevant Billing Period and otherwise due under your Contract in respect of the relevant Billing Period.

12.1.2. We shall issue Bills to you in paper form to your Billing Address, unless you have elected (and are able) to manage your account online. Where you have elected to manage your account online, we will send Bills to your online account notified to us and we will not send you paper copy Bills.

12.2. Charges

12.2.1. You shall be responsible for the payment of all Charges relating to the Meter Point(s) under your Contract. You acknowledge that Charges may apply in respect of a Meter Point even where no Energy is being consumed at the Premises.

12.2.2. You acknowledge that the Charges may include recovery of costs, fees, expenses and other charges billed by a Third Party Intermediary acting in relation to your Contract. Your Third Party Intermediary will be able to provide you with details of the charges for their services that have been included in the Charges.

12.2.3. You acknowledge and agree that all Charges stated under your Contract are exclusive of the Climate Change Levy and Green Deal Charges which shall be charged in accordance with Clauses 12.2.4 and 12.2.5 below.

12.2.4. We will include in each Bill issued under your Contract amounts in respect of the Climate Change Levy in respect of the relevant Billing Period for your Meter Points, which shall be charged at the applicable rates as set out by HMRC.

12.2.5. Where the Premises are subject to an arrangement under the Green Deal, we will include in each Bill issued under your Contract all Green Deal Charges in respect of the relevant Billing Period for such Premises and collect these on behalf of the Green Deal Provider for the duration of your Contract, or until you cease to be responsible for making payments in respect of the relevant arrangement under the Green Deal. To be clear, your Green Deal Charges will not be shown on the Contract Confirmation Letter.

12.2.6. We may include additional Charges on your Bill if:

a. you change the design features of your Energy connection;

b. your site is not ready for a meter to be installed when we make an arranged visit;

c. you request a copy bill or statement; and/or

d. you abort an installation of a Smart, Advanced or Half-Hourly Meter.

12.2.7. You agree to pay all Charges included on any Bill issued by us under this Contract in accordance with these Terms and Conditions, together with any tax (including VAT), levy, duty or other impositions in accordance with legislation, industry agreements and/or Industry Codes.

12.2.8. You acknowledge that all Charges are exclusive of VAT, which shall be charged to you at the prevailing rate. VAT is charged at the standard rate on the full value of our supply of Energy unless you complete a valid VAT declaration, which has been accepted by us, or your average daily consumption falls below the figures set by HMRC. We do not accept VAT declaration forms signed by a Third Party Intermediary even if there is a valid Letter of Authority.

12.3. How to pay

12.3.1. You agree to pay each Bill we send to you under your Contract by providing cleared funds to our account within fourteen (14) days of the date of the Bill or as otherwise specified in the Contract Confirmation Letter. We will allocate your payments against the oldest part of the balance on your account first. Where payment is intended to pay for one or more account, we will allocate this payment as notified by you on the remittance advice.

12.3.2. Direct Debit

12.3.2.1. Direct Debit Price

12.3.2.1.1 We shall Notify you if you are Eligible for a specific Direct Debit Price.

12.3.2.1.2 Where you are Eligible for a Direct Debit Price and you pay via Direct Debit, you shall pay the Direct Debit Price set out on each Bill issued in line with your Contract. If you stop or fail to make payment via Direct Debit you will pay the Non Direct Debit Price.

12.3.2.2 Direct Debit Discount

12.3.2.2.1 We shall Notify you if you are entitled to a Direct Debit Discount.

12.3.2.2.2 Where you are entitled to a Direct Debit Discount, a discount shall be applied to the Charges on each Bill issues in line with your Contract. If you stop or fail to make payment via Direct Debit your Direct Debit Discount will be removed.

12.3.2.3 You acknowledge that you will only receive a Direct Debit Price or a Direct Debit Discount and not both.

12.3.2.4 Fixed Direct Debit

12.3.2.4.1 Where stated in the Contract Confirmation Letter you may pay by Fixed Direct Debit, in an amount and at a frequency agreed by us. Where you pay by fixed Direct Debit and we need to change the amount or frequency of your fixed Direct Debit we will give you at least ten (10) Working Days' Written Notice of the change.

12.3.3. If you have a Prepayment Meter and require a continuous supply of Energy, you must make sufficient payment to ensure your account is in credit at all times.

12.3.4. Payments by credit card may only be made at our discretion.

12.3.5. Any payments made by you to us under this Contract shall be apportioned fairly (pro-rata) between Green Deal Charges and all other Charges payable under this Contract.

12.3.6. You shall not deduct or set off any amount payable by you under the Contract against any amount owing to you from us at any time. We reserve our right to set off any amounts owing to you under this Contract against any amounts due from you under any other agreement between us.

12.3.7. You must include your account number when making payments under this Contract so that we can identify and allocate such payment to your Energy account.

Failure to pay

12.4.1 Without limiting any other remedies, we may have as a matter of law (including our right to issue legal proceedings against you to recover sums owed and/or to transfer your debt to a third party who may seek to recover sums owed), if you fail to pay any Bill under this Contract in full when due, we may:

a. cancel any discount applied under Clause 12.3.2.2;

b. change your method of payment, including demand completion and return of a Direct Debit mandate form

and payment strictly by Direct Debit for the remainder of your Contract;

c. amend your billing and/or payment terms;

d. demand a security deposit in accordance with Clause 5.4;

e. tell Credit Bureau(x), which can affect your credit rating;

f. change your Smart Meter to the Pay-As-You-Go setting where applicable;

g. require you to pay for your Energy using a Prepayment Meter;

h. charge you for any reasonable costs we have incurred as a result of your failure to pay and/or the exercise of our rights in relation to your failure to pay (including legal costs and credit management costs);

i. terminate your Plan and/or Contract in accordance with Clause 15.3; and/or

j. De-energise or Disconnect your supply in accordance with Clause 15.5.1.

12.4.2 Without limiting Clause 12.4.1, if the Contract Confirmation Letter provides for payment by Direct Debit and you fail to provide, or you cancel a Direct Debit mandate or your bank fails to honour a transfer, or your bank fails to honour your cheque payment, we may:

a. Change the prices you pay in accordance with Clause 12.3.2;

b. change your method of payment;

c. amend your billing and/or payment terms;

d. demand a security deposit in accordance with Clause 5.4;

e. change your Smart Meter to the Pay-As-You-Go setting where applicable;

f. require you to pay for your Energy using a Prepayment Meter;

g. terminate your Plan and/or Contract in accordance with Clause 15.3;

h. De-energise or Disconnect your supply in accordance with Clause 15.5.1; and/or

i. charge you for any reasonable costs we have incurred as a result of the events described in this Clause 12.4.2.

12.4.3 We may charge you interest in respect of any amount remaining unpaid by you after the due date at 4% and/or charge you up to £100.

12.5 Invoicing errors and reconciliation

12.5.1 During your Contract an Agent may read your meter. If an Agent's meter reading or actual consumption data is not available, or if we reasonably believe it to be inaccurate, we may issue a Bill based on your own meter reading(s) or our reasonable estimate of Energy supplied. Any overpayment or under-payment shall be corrected as soon as practicable once accurate meter and consumption data is available by setting off or adding relevant amounts to any future Bill or issuing an additional Bill or credit note (as applicable).

12.5.2 Subject to Clause 12.5.3, if at any time we discover that any Bill we have sent to you is not accurate or contains an error or we are notified or become aware of any additional Charges in respect of a Billing Period under this Contract that have not been reflected in a previous Bill , then we may send you a new Bill in respect of such Billing Period at any time which you must pay in accordance with this Clause 12.

The Parties acknowledge and agree that this Clause 12.5.2 (and any part of these Terms and Conditions required to give effect to this Clause 12.5.2) shall survive termination or the ending of this Contract.

12.5.3 If you are or are deemed to be a Micro Business Consumer and Charges related to Energy supplied to a Meter Point under this Contract for a period have either not been billed or have been billed inaccurately, we shall comply with the Back Billing Rules.

12.6 Disputing a bill

If you reasonably dispute any amount billed by us under this Contract, you must contact us immediately with details of the dispute and we will work with you to resolve the dispute as soon as possible. If we cannot resolve the dispute prior to the due date

of such Bill, you must pay the undisputed part of the Bill in accordance with Clause 12. After an agreement is reached between us in relation to the dispute, or the dispute has been determined in accordance with Clauses 21.15 and 21.16, any amount payable by you to us must be paid within seven (7) Working Days (together with interest accrued in respect of such amount under Clause 12.4.3) and any amount payable by us to you shall be credited to your account

(together with, at our discretion, interest at 4% and/or compensation up to £100).

12.7 Final bill

Subject to Clause 12.5, upon termination or the ending of the Contract, your final Bill shall be based on the closing meter reading or, where appropriate, the conditions of Clause 12.5.1 shall apply. Where a Meter Point has transferred to another Supplier the closing meter reading will be provided to us by your new supplier or the Network Operator. To be clear, this Clause 12.7 and the issuance of a final bill is not intended to limit our rights under Clause 12.5.2.

13. Variations

13.1. Except as expressly provided for in these Terms and Conditions, your Contract may only be varied by an agreement in Writing signed by both Parties.

13.2. Unilateral changes to your Terms and Conditions

13.2.1. Subject to Clause 9.2.2, we may vary these Terms and Conditions at any time and you will be bound by any such variation. Where possible, we will Notify you in Writing of any changes to your Terms and Conditions before they take effect.

13.2.2. Except for any changes to these Terms and Conditions that we make in accordance with Clause 13.3, you may terminate your Contract in accordance with Clause 15.2.2 if:

a. we change these Terms and Conditions under Clause 13.2.1; and

b. such change(s) are or will be to your significant disadvantage as reasonably deemed by us and notified to you in Writing.

13.3. Required changes to your Terms and Conditions

13.3.1. Aside from any other provision in these Terms and Conditions, we may vary your Contract (including any Fixed Business Prices, Flexible Prices or Variable Prices) and/or pass through to you any costs, losses, expenses or liabilities incurred by us (directly or indirectly) as a result of or in connection with:

a. information provided by you, your Authorised Representative or an

appointed Agent being incorrect, false or incomplete;

b. any changes being made or required to your supply, Meter Point information or metering set up after the Commencement Date (or Deemed Scheme Commencement Date, as applicable) which results in a change in Third Party Charges;

c. any new, change in or repeal of law (including legislation and court judgments), industry agreements and/or Industry Codes, or the interpretation, application or enforcement thereof;

d. any change in the structure of Third Party Charges or the methodology that the relevant third party has used to calculate them;

e. any new, existing or increased charge introduced by or resulting from a decision or enforcement of an existing decision (as applicable), determination, requirement, direction or ruling by the Authority, any other government body (including the Secretary of State) or competent authority or a third party (or a legal challenge thereto);

f. any directions or requirements of the Secretary of State under the Act or any other legislation or regulation;

g. the imposition of a requirement for an additional authorisation, requirement, consent, permission, approval, resolution, license, or registration, by the Authority or any other government body or competent authority;

h. the change in the membership status of the United Kingdom following service of notice on the European Council by the UK Government of its

decision under Article 50 of the Treaty on European Union to withdraw from membership of the European Union, and/or as a consequence of any withdrawal agreement subsequently reached between the UK Government and the European Union;

i. or otherwise as expressly provided for elsewhere in these Terms and Conditions or any documents referred to in these Terms and Conditions (other than any changes made to this Contract under Clause 13.2).

13.3.2. Where we add or vary the Charges under this Clause 13.3, where applicable, we shall charge you for the charges as determined by the Authority or relevant government body, competent or third party, or our reasonable estimate of such charges. We may later reconcile these charges and any over-payment or under-payment shall be corrected as soon as practicable once information on the actual charges is available by setting off or adding relevant amounts to any future Bill or issuing an additional Bill or credit note (as applicable).

14. Metering

14.1. To the extent that you own the Metering Equipment at any Meter Point under this Contract, you shall ensure that at all times the Metering Equipment at that Meter Point complies with the Act, is installed and properly maintained in accordance with all applicable law and Industry Codes and is otherwise appropriate to supply all apparatus connected to it. If we own the Metering Equipment at a Meter Point, we shall ensure that at all times the Metering Equipment at that Meter Point complies with the Act, is installed and properly maintained in accordance with all applicable law and Industry Codes, and is otherwise appropriate to supply all apparatus connected to it.

14.2. If we become aware that any part of the Metering Equipment at a Meter Point does not, in our reasonable opinion, comply with Clause 14.1, we shall (or, where you own the relevant Metering Equipment, we may) arrange for installation, maintenance or replacement of the Metering Equipment and you shall pay the costs incurred by us in doing so, irrespective of who owns such Metering Equipment.

14.3. Where it is a condition of our Supply Licence that an Advanced Meter is installed in respect of a Meter Point under this Contract, you shall cooperate with us and our Agent(s) to enable us to meet such obligations under our Supply Licence. If you fail to do so, we may be entitled to terminate your Plan and/or Contract under Clause 15.3.

14.4. You shall Notify us as soon as practicable if changes are made to any Meter Point or Metering Equipment.

14.5. You shall Notify us immediately if you believe there has been damage to or interference with the Metering Equipment at any Meter Point under this Contract, or any interruption to a communication signal from or to such Metering Equipment. You agree to provide us with all information in relation to such damage, interference or interruption as we may reasonably require. If you wilfully damage or interfere with any Metering Equipment or interrupt a communication signal from or to such Metering Equipment, we may:

a. immediately terminate your Plan and/or Contract in accordance with Clause 15.3; and

b. recover from you (on an indemnity basis) all costs, losses, expenses and liabilities reasonably incurred by us as a result of such damage, interference, interruption and/or termination.

14.6. You shall provide us and the relevant Agents with safe and reasonable access to the Meter Points and/or Metering Equipment at all times. You shall not obstruct access to a Meter Point and/or the Metering Equipment at any time and you shall ensure that, where access to a Meter Point and/or the Metering Equipment requires a key, accompaniment by you or your representative or any other form of assistance, access to the Meter Point and/or the Metering Equipment shall not be unduly restricted or delayed. If we or our Agents are unable to gain safe and reasonable access to a Meter Point and/or the Metering Equipment at any time we may Notify you of the situation and, if it is not rectified to our satisfaction within ten (10) Working Days of the Notification, we shall pass through to you any additional costs incurred by us as a result of such failure.

14.7. For the purposes of the Contract, the Metering Equipment at each Meter Point shall be deemed to be accurate unless either Party is Notified by the other that its accuracy is disputed. Where such Notification is given, we shall arrange for the Metering Equipment to be examined

in accordance with the Act as soon as practicable. Except where we own the Metering Equipment, you shall be responsible for all costs incurred as a result of such examination if the Metering Equipment is found to be inaccurate beyond the margin of error permitted under the Act. If the Metering Equipment is found to be accurate within the margin of error permitted under the Act, then the costs of such examination shall be paid by the Party issuing the Notification under this Clause 14.7.

14.8. Metering Agents

14.8.1. As a matter of law and industry practice, you are entitled to instruct us to appoint your own choice of Metering Agents (this will be at your own cost which will be in addition to the Charges).

14.8.2. If you instruct us to appoint your own choice of Metering Agent(s), you must ensure that such person(s):

a. a. is Qualified; and

b. b. operates at all times in accordance with Good Industry Practice, relevant legislation and Industry Codes.

14.8.3. We may reject or delay appointment of your choice of Metering Agent(s) where we have reasonable grounds to do so.

14.8.4. You acknowledge that the Charges will include amounts in relation to metering and other services provided by a third party (whether such third party has been appointed at your instruction or not). You shall be responsible for all costs, expenses, losses and liabilities incurred by us in relation to any metering or other service provided by a third party (whether such third party has been appointed at your instruction or not) and any costs incurred by us as a result of damage caused to, or removal of, such third party's equipment.

14.8.5. If a Metering Agent you have appointed fails to perform, ceases to be Qualified, causes or may cause us to be in breach of our Supply Licence conditions and/or we otherwise have reason to believe that they are not acting in accordance with Good Industry Practice, relevant legislation or Industry Codes, we may:

a. appoint a replacement Metering Agent of our preferred choice;

b. pass through to you any costs, expenses, losses or liabilities we incur as a result of the events described in this Clause 14.8.5, including but not limited to additional operational costs, regulatory/industry fines and/or penalties; and/or

c. charge you our Out of Contract Prices until you or your Metering Agent(s) have resolved the relevant situation to our satisfaction and these Terms and Conditions shall be replaced by the latest version of the Standard Terms and Conditions for SME customers as published at eonenergy.com from time to time, also available from us on request.

15. Termination, De-energisation and Disconnection

15.1. Termination, De-energisation and Disconnection - General

15.1.1. The Parties acknowledge and agree as follows:

a. The Contract may be terminated in respect of any single Meter Point(s) in accordance with these Terms and Conditions. A Meter Point ceasing to be part of the Contract does not affect the validity of the Contract in relation to the remaining Meter Points.

b. Termination of your Plan in accordance with these Terms and Conditions does not affect the validity of the Contract and the Contract shall continue to apply until it is expressly terminated or it ends in accordance with these Terms and Conditions.

c. Any single Meter Point can be De-energised or Disconnected in accordance with these terms and Conditions. A Meter Point being De-energised or Disconnected does not affect the supply of Energy to any other Meter Point. De-energisation in respect of a Meter Point in accordance with these Terms and Conditions does not affect the validity of the Contract in respect of such Meter Point (and any other Meter Points we supply Energy to under the Contract) and the Contract shall continue to apply until it is expressly terminated or ends in accordance with these Terms and Conditions. Disconnection of a Meter Point in accordance with these Terms

and Conditions shall result in the automatic termination of this Contract (and any Plan thereunder) in relation to such Meter Point in accordance with Clause 15.5.3.

15.2. Your termination rights

15.2.1. You may:

a. where applicable, terminate your Fixed Business Plan under and in accordance with Clause 9.5, in which case the provisions of Clause 9.5 shall apply;

b. where applicable, terminate your Variable Price Plan under and in accordance with Clause 10.5 in which case the provisions of Clause 10.5 shall apply; or

c. where applicable, terminate Your Business Flexible Contract under and in accordance with Clause 11.5 in which case the provisions of Clause 11.5 shall apply.

15.2.2. You may terminate your Contract in the circumstances described in Clause 13.2.2 by giving us thirty (30) days' Notice. Where you have provided notice to terminate your Contract under this Clause 15.2.2:

a. such termination shall take effect thirty (30) days after the date of your Notice, provided that if you are on a Fixed Business Plan, you must have given us Notice within ten (10) days of the date on which we Notify you of the changes to your Terms and Conditions under Clause 13.2.1; and

b. the provisions of Clause 15.4.2 shall apply.

15.2.3. You may terminate your Contract in respect of one or more Meter Points in the circumstances described in Clause 16.2 by giving us thirty (30) days' Notice. Where you have provided notice to terminate your Contract under this Clause 15.2.3:

a. a. such termination shall take effect thirty (30) days after the date of your Notice; and

b. the provisions of Clause 15.4.2 shall apply. 15.2.4 Where you are on a Fixed Business Plan and before sixty (60) days prior to your End Date, you agree to a new Fixed Business Plan in respect of each of your Meter Points under this Contract, then your Contract shall automatically terminate on the End Date of your current Fixed Business Plan. To be clear, your new contract shall commence on the date it is agreed and your new plan shall commence in accordance with the Terms and Conditions of your new contract.

15.3. Our termination rights

15.3.1. We may, at any time, terminate your Plan by giving you Notice:

a. in the circumstances described in Clause 5.3, 5.4.4, 12.4.1, 12.4.2, 14.3, and 14.5;

b. if your act or omission causes us (or is likely to cause us) to be in breach of our Supply Licence or any other applicable law;

c. if you are in Material Breach of any of your obligations under the Contract;

d. if we reasonably believe that you or your Authorised Representative have acted fraudulently in connection with this Contract or any Plan; or

e. as otherwise expressly provided for in these Terms and Conditions or any document referred to in these Terms and Conditions.

Where we have provided notice to terminate your Plan under this Clause 15.3.1:

i. such termination shall take effect im mediately; and

ii. the provisions of Clause 15.4.1 shall apply.

15.3.2. We may, at any time, terminate your Contract in respect of one or more Meter Points by giving you Notice:

a. in the circumstances described in Clause 12.4.1, 12.4.2, 14.3, 14.5 or 16.2;

b. b. if you are the subject of an Insolvency Event;

c. if you are in Material Breach of any of your obligations under the Contract;

d. if you are in Material Breach of your obligations under the Network Operator's terms of connection;

e. if a Supplier of Last Resort is appointed to any Meter Point under this Contract;

f. if any of the representations and warranties given under Clause 6.7.2 are inaccurate or untrue;

g. if your act or omission causes us (or is likely to cause us) to be in breach of our Supply Licence or any other applicable law;

h. if we reasonably believe that you or your Authorised Representative have acted fraudulently in connection with this Contract;

i. you (or your Third Party Intermediary) have provided us with false, incomplete and/or inaccurate information; or

j. as otherwise expressly provided for in these Terms and Conditions or any document referred tomin these Terms and Conditions.

Where we have provided notice to terminate your Contract under this Clause 15.3.2:

i. such termination shall take effect immediately; and

ii. the provisions of Clause 15.4.2 shall apply.

15.3.3. We may also terminate your Contract in respect of a particular Meter Point by giving you Notice, if:

a. a. we are unable to register that Meter Point for any reason beyond our control which despite ourreasonable efforts, is not resolved twenty-one (21) days after the Start Date; and/or

b. b. for electricity only, any transfer is not completed by the fourth time we attempt to register a Meter Point.

Where we have provided notice to terminate under this Clause 15.3.3 such termination shall take effect immediately.

15.4. Consequences of termination

15.4.1. If your Plan has terminated under this Clause 15 and you are not on another Plan but your Contract has not ended under Clause 4 or terminated in accordance with this Clause 15, subject to Clause 15.5, you shall pay Out of Contract Prices unless and until this Contract ends under Clause 4 or is terminated in accordance with Clause 15.3 and these Terms and Conditions shall be replaced by the latest version of the Standard Terms and Conditions for SME customers as published at eonenergy.com from time to time, also available from us on request.

15.4.2. If your Contract has terminated in respect of any Meter Point under this Clause 15, the Deemed Customer Scheme shall apply to any such Meter Points in respect of which we remain the Registered Supplier and, subject to Clause 15.5, you shall be charged at our Deemed Prices. To be clear, in the event that your Contract is terminated for any reason you shall remain liable for all Green Deal Charges.

15.5. Rights to De-energise and/or Disconnect your supply.

15.5.1. Without prejudice to any remedies we may have under this Clause 15 or otherwise under these Terms and Conditions, we may also De-energise and/or Disconnect your supply:

a. in the circumstances described in Clause 5.4.4, 7.3, 12.4.1, 12.4.2 and 19.3;

b. if your act or omission causes us (or is likely to cause us) to be in breach of our Supply Licence or any other applicable law;

c. if you are in Material Breach of any of your obligations under the Contract;

d. if we reasonably believe that you or your Authorised Representative have acted fraudulently in connection with this Contract or any Plan; or

e. as otherwise expressly provided for in these Terms and Conditions or any document referred to in these Terms and Conditions.

15.5.2. You may request De-energisation or Disconnection of any Meter Point at any time.

15.5.3. Where we have De-energised any Meter Point under Clause 15.5.1 or 15.5.2 you shall be liable for any costs incurred

by us reasonably associated with the De-energisation.

15.5.4. Where the Network Operator has Disconnected any Meter Point under Clause 15.5.1 or 15.5.2:

a. the Contract shall terminate in respect of that Meter Point as soon as the Network Operator has confirmed to us that physical Disconnection has taken place; and

b. you shall be liable for any costs incurred by us reasonably associated with the Disconnection.

15.5.5. If, following De-energisation you wish to be re-energised you shall be liable for any costs incurred by us reasonably associated with the re-establishment of supply.

15.6. Changing your supplier

15.6.1. If you attempt to change Supplier of Energy for a Meter Point, we may prevent an alternative Supplier from registering such Meter Point if:

a. you arrange to transfer to an alternative supplier before the End Date of any Fixed Business Plan agreed;

b. you are on a Variable Price Plan, Your Business Flexible Contract or Fixed Business Plan and the transfer date is less than thirty (30) days from the date you told us you wanted to terminate your Contract;

c. you have an Outstanding Balance (unless you are supplied under the Deemed Customer Scheme);

d. the new supplier attempts to register a Meter Point in error;

e. Registration of a Meter Point would be in breach of industry regulations and/or Industry Codes;

f. an alternative Supplier has not applied to transfer all related electricity Meter Points on the same Working Day for the same supply start date;

g. the new supplier attempts to register a Meter Point and you have requested that we prevent such Registration; and/or

h. if we reasonably believe that you or your Authorised Representative have acted fraudulently in connection with this Contract or any Plan.

15.6.2. Subject to Clause 15.6.1, where you arrange a transfer of your Energy supply to an alternative Supplier, we will take all reasonable steps to comply with any reasonable request from another supplier to provide information or take any other steps required to complete the customer transfer process within twenty-one (21) days from the date the alternative Supplier registers the Meter Point. We shall have no liability where Registration to an alternative Supplier is delayed where:

a. you have requested that the supply transfer take place over a longer time period;

b. we do not have all of the information required to complete a supply transfer despite havingtaken reasonable steps to obtain such information; and/or

c. due to other circumstances which are beyond our reasonable control.

16. Force Majeure

16.1. Neither Party shall be liable to the other for any failure to fulfil their obligations under the Contract to the extent that the performance of the affected Party is prevented or delayed due to Force Majeure. The affected Party shall Notify the other as soon as reasonably practicable of the Force Majeure event and take all reasonable steps to mitigate its effects. A further Notification shall be issued to the other Party immediately when the circumstances of the Force Majeure end.

16.2. If a Force Majeure event occurs and its effects continue for a period of three (3) Months, either Party may terminate this Contract in accordance with Clause 15.2.3 or 15.3.2 (as applicable).

17. Liabilities

17.1. Nothing in your Contract shall exclude or limit liability for death or personal injury resulting from the negligence of a Party or fraud.

17.2. Subject to Clauses 17.3 to 17.5, we shall only be liable to you for physical damage to property which was reasonably foreseeable, at the time of entry into the Contract, as a likely result of a breach. We shall not be liable for any damage to your property which was beyond our reasonable control howsoever caused.

17.3. Our total liability to you under or in connection with the Contract shall not exceed £100,000 in any calendar year.

17.4. Except in respect of your liability to pay the Charges and where otherwise expressly provided, neither Party shall be liable to the other, under contract or otherwise, for loss of use, revenue, business, profit, contract or goodwill or for any special, consequential or indirect loss or damage of any nature, or for any liability of the other to any other person.

17.5. We shall not be responsible for, nor shall we have any liability to you whatsoever for, any losses, costs, expenses, liabilities or additional charges caused by the acts or omissions of any third party, including but not limited to any Agent.

18. Electricity only

The following provisions apply only in respect of the supply of electricity to your Meter Point(s).

18.1. National Terms of Connection

Unless you have a pre-existing agreement between you and the relevant Network Operator, you acknowledge and agree that by entering into the Contract for the supply of electricity to the Meter Point(s), you are also entering into the National Terms of Connection (NTC) in respect of such Meter Points, the terms of which are deemed to be incorporated into this Contract in full.

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 Premises.

You acknowledge that we are acting as an agent of the relevant Network Operator to enter into an agreement with you that the conditions of the NTC will apply in respect of the Meter Point(s) under this Contract. You are deemed to have entered into such an agreement from the date on which you enter into the Contract, and this affects your legal rights.

If you would like a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU: phone 0207 706 5137, or see the website at connectionterms.org.uk

18.2. Measurement Class Changes

18.2.1. Where the average maximum monthly electricity demand at a Meter Point exceeds 100kW in the three (3) Months of highest demand during the previous twelve (12) Months, we are required to ensure that you have appropriate Metering Equipment including a permanent, functioning communications facility. Where you satisfy this criteria you must, at your own cost, provide appropriate Metering Equipment including a permanent, functioning communications facility.

18.2.2. Where applicable, we may terminate your Plan from the date of installation of the new equipment in accordance with Clause 15.3.1; we may De-energise or Disconnect your supply from the date of installation of the new equipment in accordance with Clause 15.5.1; and/or we may terminate your Contract from the date of installation of the new equipment in accordance with Clause 15.3.2.

18.2.3. Where we have terminated your Contract and/or Plan under Clause 18.2.2 above, we may provide you with a new agreement. We may also transfer your account to a different servicing team to manage and service your account. If this is the case, we will contact you to advise you of your options.

18.3. REGO backed supply

18.3.1. Where applicable and where indicated on your Contract Confirmation Letter, we have agreed that we will purchase an amount of Renewable Energy Guarantee of Origin (REGO) certificates, or certificates from any other qualifying instrument as approved by Ofgem or the Department for Business Energy & Industrial Strategy ("Renewable Energy Certificates"), equivalent to the expected amount of your supply for the duration of your Fixed Business Plan and shall allocate such Renewable Energy Certificates in accordance with our internal procedures (as amended from time to time).

18.3.2. The purchase of Renewable Energy Certificates demonstrates the purchase of electricity generated from a Renewable Source. We make no promise or representation as to any environmental

benefits from the relevant underlying Renewable Source. In addition, the purchase of this electricity does not create any additional environmental benefit as this renewable energy is already going to be produced.

18.3.3. In the event there is a change in law or regulations which (directly or indirectly) affects the availability of renewable energy certificates or energy from a renewable source or where we cannot purchase renewable energy certificates for any reason whatsoever, we may, where possible, and at our sole discretion, substitute this with a comparable product and/or vary the Charges to reflect the change or comparable product. If a comparable product is not substituted, our obligations under Clause 18.3.1 shall be suspended until the End Date of your Fixed Business Plan after which our obligations under 18.3.1 will cease.

19. Gas only

The following provisions apply only in respect of the supply of gas to your Meter Point(s).

19.1. Our obligation to supply gas is conditional upon you providing us with Emergency Contact Details as required in accordance with the Uniform Network Code. You shall Notify us immediately of any changes to the Emergency Contact Details provided to us. You agree to cooperate with any exercises carried out by us or the Network Operator to update Emergency Contact Details or test gas emergency procedures.

19.2. Except where the Metering Equipment relevant for gas is owned by the Network Operator or us, you shall be the Gas Act Owner and will, at your own expense, keep such Metering Equipment in proper order for correctly registering the quantity of gas in accordance with the Act. Failure to comply with your responsibilities under the Act may result in Disconnection of the supply by the Network Operator or us.

19.3. You acknowledge that:

a. we may Disconnect any Meter Point where no gas is used for a consecutive period of six (6) Months; and

b. the Network Operator may remove the means of supply from a Disconnected Meter Point which is not re-established within twelve (12) Months of such Disconnection.

You shall be liable for all costs reasonably associated with such Disconnection or removal.

19.4. Where you are subject to Firm Load Shedding by a Gas Transporter as a result of a Gas Deficit Emergency, we agree to pay you (as soon as reasonably practicable) a DSR Payment provided that we receive the payment applicable to you from the relevant Gas Transporter.

20. Information and Personal Data

20.1. Information

20.1.1. Any information provided to you by us is solely for the purpose of the performance of your obligations under this Contract only and you must not use any such information for any other purpose.

20.1.2. Subject to the rest of this Clause 20.1.2 and 20.3.1, neither Party shall disclose information relating to this Contract without prior Written consent from the other Party, except to comply with any relevant law or regulation or any request or direction from any Authority. Notwithstanding the foregoing, you agree that we may disclose any information relating to you or your account:

a. to any person who is the Beneficiary of an LOA in accordance with Clause 8.4;

b. to any person in order to allow us to perform our obligations under this Contract;

c. to any person to whom we may transfer the whole or substantially the whole of our business;

d. to any bank, financial institution, rating agency or other finance provider to the extent required in relation to the financing (or potential financing) of our business activities;

e. with Credit Bureau(x) in order to exercise our rights under this Contract;

f. to other third parties to provide you with an agreed service;

g. to any third parties or any of our group of companies, who we have identified as being able to provide Energy related services to you;

h. to any third party contracted by us to recover sums due to us and/or perform services on our behalf under this Contract;

i. to organisations for the detection and prevention of crime;

j. to any organisation established to communicate securely with smart meters and share information from smart meters with customers' Energy suppliers and other authorised organisations; and

k. with third parties carrying out market research and/or performance monitoring services for us.

20.2. Any data or information collected in connection with the performance of this Contract may be retained by both Parties for at least six (6) years following the End Date.

20.3. Personal Data

20.3.1. If you provide any Personal Data to us under this Contract, E.ON Next Energy Limited will be the 'Data Controller'. Our Data Protection Office can be contacted at Newstead Court, Little Oak Drive, Annesley, Nottinghamshire, NG15 0DR. We will Process your Personal Data in accordance with our Privacy Notice, as amended from time to time, which can be found at www.eonenergy. com/privacy or by contacting us to request a paper copy.

20.3.2. You have a number of rights relating to the access to, and control of your data. These are also set out in our Privacy Notice.

21. Miscellaneous

21.1. The Contract constitutes the entire agreement between the Parties and supersedes all previous agreements or understandings, whether written or oral, relating to the subject matter of the Contract.

21.2. Each Party acknowledges and agrees that in entering the Contract it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Contract or not) other than as expressly set out in the Contract except in the case of fraudulent misrepresentation. No Party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

21.3. Except for those expressly set out in the Contract, all warranties, conditions, representations and undertakings (including any and all warranties, conditions, representations and undertakings implied by statute, common law or otherwise) are excluded to the fullest extent permitted by law.

21.4. The Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same Contract.

21.5. The provisions of Clauses 8.2, 12.2.1, 12.2.4, 12.2.6, 12.3.6, 12.4, 12.5, 12.7, 13, 16, 17, 20, 21, and 22 shall survive termination or the ending of the Contract.

21.6. Termination or the ending of your Contract shall not affect any rights or obligations which may have accrued prior to the date of termination or the end of your Contract.

21.7. The Contract is between you and E.ON Next Energy Limited. The Terms and Conditions of your Contract also apply where we act as agent of any of our group of companies and references to 'we', 'us' or 'our' shall include those other companies where appropriate.

21.8. Where this Contract is entered into between us and more than one person, each of you shall be joint and severally liable for all obligations under the Contract. We may take action against, or release or compromise in whole or in or part the liability of any one Party under the Contract or grant any time or other indulgence without affecting the liability of the other Parties.

21.9. You shall not transfer, novate or assign any of your rights or obligations under this Contract without our prior Written consent, which we may withhold at our sole and absolute discretion. We may transfer or assign any or all of our rights or obligations under this Contract without your consent.

21.10. No delay, neglect, or failure on the part of either Party in enforcing against the other Party any term or condition of this Contract,

or exercising any right under this Contract, shall be or shall be deemed to be a waiver or in any way prejudice any right of that Party under this Contract. Any waiver by either Party of any of its rights under this Contract must be in Writing and a waiver only applies to the specific breach expressly referred to in the waiver and shall not entitle any further breaches.

21.11. If any provision of the Contract is declared invalid, unenforceable or illegal by the courts, the remaining provisions of the Contract shall continue in full force and effect.

21.12. Any Notice to be given under this Contract by us to you shall be in Writing and delivered by hand or sent by email, recorded delivery or registered letter to the Billing Address (as applicable).

21.13. Internet communications are not always secure and we do not accept legal responsibility for any message sent electronically. You are responsible for verifying its authenticity before acting on the contents. Where we send electronic communication to you we cannot guarantee that they are virus-free and we do not take responsibility for virus checking.

21.14. Subject to Clauses 18.1 and 21.7, any person who is not a Party to this Contract shall not acquire or have any rights under this Contract whether by virtue of the Contracts (Rights of Third Parties) Act 1999, or otherwise.

21.15. Each Party shall use reasonable endeavours to resolve a dispute. If the Parties are not able to agree a resolution or there is a failure to implement the resolution correctly, either Party may pursue any remedies that it may have under this Contract or at law. The Contract shall apply during any dispute resolution process.

21.16. Your Contract (and any non-contractual obligations arising out of or in connection with it) shall be governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to determine disputes arising out of or in connection with your Contract (including any non-contractual obligations).

22. Interpretation and definitions

22.1. In the Contract, where applicable and unless otherwise stated:

a. references to the singular include references to the plural and vice versa;

b. words denoting persons shall include a natural person, bodies corporate and unincorporated associations of persons and shall include permitted successors or assigns of such persons;

c. headings are inserted for convenience only;

d. references to any statute, statutory provision, statutory instrument, regulation or code include any amendments, extensions and re-enactments thereof;

e. references to “including”, “includes” and “in particular” are illustrative only, and shall not limit the sense of the words preceding them and each of them shall be deemed to incorporate the expression “without limitation”; and

f. a word importing one gender shall (where appropriate) include any other gender.

In your Contract the following terms have these meanings:

Act

The Electricity Act 1989 and/or the Gas Act 1986, as applicable.

Advanced Meter

Metering Equipment, other than a Half-Hourly Meter that provides Agents with the ability to obtain details of your consumption remotely on a half-hourly (electricity) or hourly (gas) basis.

Agent

A Meter Operator, Data Collector, Data Aggregator, the gas Network Operators’ agent, Meter Asset Manager or an agent appointed by us to provide Advanced Meter services.

Authorised Representative

A person who has authority to act on your behalf including, but not limited to, a person in a position of authority in your organisation, a TPI, broker, consultant or managing agent.

Authority

The Gas and Electricity Markets Authority (GEMA), the Office of Gas and Electricity Markets (Ofgem), the Competition Markets Authority (CMA) or HMRC.

Back Billing Rules

The rules by which we will recover Charges, from a Micro Business Consumer, for a period not billed or billed inaccurately and which is governed by the Supply Licence conditions concerning back billing under which we will only Bill or recover charges for Energy consumed or Charges accrued within:

a. a period not greater than twelve (12) Months prior to the date of the Bill; or

b. a period greater than twelve (12) Months prior to the date of the Bill where:

i. as a result of any obstructive or manifestly unreasonable behaviour by you, we are unable to produce an accurate Bill for the Energy consumed; or

ii. Ofgem issue direction or guidance that does not prevent us from recovering Charges for a period greater than twelve (12) Months.

To be clear, the restriction in a. above does not prevent us seeking repayment of a Bill which was produced in accordance with the Supply Licence conditions concerning back billing but remains unpaid after twelve (12) Months.

Balancing and Settlement Code

The code of that title and all related documents comprising a set of rules to which electricity market participants are required to conform, a copy of which can be found at elexon.co.uk

Barclays Business Premium Bank Rate

As published on the Barclays website from time to time.

Beneficiary

The person you have identified to act on your behalf in the LOA you have provided to us in accordance with Clause 8.4.

Bill

An invoice or statement sent to you which may include details of your energy usage, what we've charged you, payments you have made to us and what you owe us.

Billing Address

The address we will send your Bills and letters to and/or other address that we agree we will send your Bills and letters to.

Billing Period

The relevant period of time (as determined by us) in respect of which a Bill issued under this Contract shall relate.

Capacity

The total amount of Energy you may consume at a Meter Point in any given period as agreed with the relevant Network Operator. In electricity, this is known as the "authorised supply capacity" (ASC).

Capped

Where a gas supply is temporarily interrupted so that gas cannot flow from the network to the Premises.

Charges

All amounts due under your Contract, including all amounts due in respect of the Energy supplied to the Meter Point(s) and all other costs, charges and expenses referred to in these Terms and Conditions or otherwise specified in the Contract.

Climate Change Levy

Is a tax referred to in Schedule 6 of the Finance Act 2000, levied on electricity and gas used by businesses.

Commencement Date

As defined in Clause 4.1.

Complaints Handling Procedure

The relevant document of that name for small business customers, as amended and published from time to time by us (available at eonenergy.com)

Contract

Except where the Deemed Customer Scheme applies, has the meaning given to it in Clause 2.1.

Contract Confirmation Letter

The letter and/or electronic communication sent to you that refers to the prices and terms which apply to your Plan. when either:

a. we send you an offer of a Contract or you have accepted our offer of a Plan and/or Contract; or

b. have moved onto a Variable Price Plan in accordance with sub-clause 9.4.

Credit Bureau(x)

An establishment which collects and compiles data on individuals or businesses and makes such information available to subscribers to allow them to evaluate the financial stability of such individuals or businesses.

Data Aggregator

For electricity only, appointed to carry out the aggregation of metering data received from the Data Collector.

Data Collector

Appointed to provide data retrieval and/or data processing services.

Data Controller

As defined in the GDPR.

De-energise

Where an electricity supply is temporarily interrupted so that electricity cannot flow from the Network to the relevant Meter Point and in respect of gas supplied temporarily interrupted it is Capped. and references to “De-energised” and “De-energisation” shall be interpreted accordingly.

Deemed Customer Scheme

The relevant document of that name made by us under Schedule 6 of the Electricity Act 1989 or Schedule 2B of the Gas Act 1986, as applicable, published from time to time by us (available at eonenergy.com) and which for the purposes of small medium enterprise customers incorporates these Terms and Conditions and Deemed Prices.

Deemed Prices

The rates and charges of that name published from time to time by us (available at eonenergy.com) in accordance with Schedule 6 of the Electricity Act 1989 or Schedule 2B of the Gas Act 1986, as applicable.

Deemed Scheme Commencement Date

As defined in Clause 4.3.

Department for Business, Energy & Industrial Strategy or “BEIS”

The Government department of that name, or any subsequent Government department responsible for Energy.

Direct Debit

A preauthorised payment under which you authorise your bank to pay a fixed and/or a variable amount of money directly to us at regular intervals, as shown in the Contract Confirmation Letter.

Direct Debit Discount

A discount, as Notified by us, which is applied to your Charges on each Bill when payment is made by Direct Debit.

Direct Debit Price

The prices, as Notified to you on a Contract Confirmation Letter and/or any other (or subsequent) letter, that you will be charged when payment is made by Direct Debit in accordance with your Contract.

Disconnect

The permanent removal of a meter, cabling and service from the Premises which permanently removes the supply and where no Energy can flow directly or indirectly from the Network to the relevant Meter Point, and “Disconnected” and “Disconnection” shall be interpreted accordingly.

DSR Payment

A payment made by us to you for the provision of emergency steps to reduce or discontinue the offtake of gas by a Gas Transporter (demand side response) due to a Gas Deficit Emergency in accordance with the Transportation Principal Document Section Q of the Uniform Network Code.

Eligible

You will be eligible if you are on:

a. a Fixed Business Plan;

b. a Variable Price Plan;

c. a Your Business Flexible Contract; or

d. Out of Contract Prices;

and we have told you that you are eligible in a Contract Confirmation Letter and/or any other (or subsequent) letters confirming the prices you need to pay.

Emergency Contact Details

For gas only, details of Emergency Contacts who, between them, are available twenty-four (24) hours a day, seven (7) days a week and three hundred and sixty-five (365) days a year to arrange for the site to stop taking gas where so directed by us or your Network Operator in order to avert or diminish the effect of a gas supply emergency.

Emergency Contacts

For gas only, a name and telephone number for a representative who can be contacted twenty-four (24) hours a day in emergencies. Where gas consumption exceeds an annual quantity of 732,00kWh for a Meter Point supplied under the Contract are not manned twenty-four (24) hours a day, three (3) contact names and/or job titles each with up to three (3) telephone numbers. If a relevant Premises is manned twenty-four (24) hours a day, only one (1) Emergency Contact need be provided. Sites with an annual quantity of >1,464,000kWh must also provide one (1) fax number; this need not be manned constantly but must be capable of receiving faxes twenty-four (24) hours a day.

End Date

For Fixed Business Plans, the date specified in the Contract Confirmation Letter and for Your Business Flexible Contracts and Variable Price Plans, the date your Notice Period ends.

Energy

Electricity and/or gas, as appropriate

Firm Load Shedding

The reduction or discontinuance of gas at a Meter Point as defined in the Uniform Network Code.

Fixed Business Plan

The Plan of that name specified in the Contract Confirmation Letter, under which the prices we charge for the supply of Energy may change only in certain circumstances and the customer has more limited rights to end the Plan, as more particularly described in Clause 9.

Fixed Business Prices

The prices applicable to your Fixed Business Plan as detailed in the Contract Confirmation Letter as the same may be varied in accordance with these Terms and Conditions.

Your Business Flexible Contract

The Plan of that name specified in the Contract Confirmation Letter under which the prices we charge for the supply of Energy will be amended every year and thirty (30) days' notice is required to end the Plan, as more particularly described in Clause 11.

Flexible Prices

The prices applicable to Your Business Flexible Contract as may be notified to you from time to time and which may be found by contacting us.

Force Majeure

An act of God, industrial action (except where solely restricted to employees of the Party claiming a force majeure event), an act of the public enemy or terrorist, war declared or undeclared, sabotage or act of vandalism, civil commotion, lightning, earthquake, hurricane, fire, storm, flood, drought, accumulation of snow or ice, explosion, exceptional breakage or accident to machinery or pipelines, governmental restraint, and any other cause which is beyond the reasonable control of the affected Party, provided that Force Majeure shall not include economic hardship or the inability or failure to pay any amount due under the Contract.

Gas Act Owner

As defined in the Uniform Network Code.

Gas Deficit Emergency

A network gas supply emergency as defined in the Uniform Network Code.

Gas Transporter

As defined in the Uniform Network Code.

GDPR

Means the EU General Data Protection Regulation (Regulation (EU) 2016/679), as amended.

Good Industry Practice

The exercise by an Agent of such skill, diligence, prudence and foresight aswould reasonably and ordinarily be expected from a prudent Agent, engaged in the same type of business, under the same or similar conditions.

Green Deal

A government scheme to allow for Energy savings improvements paid for through the Energy bills for the relevant Premises in accordance with Chapter 1 of Part 1 of the Energy Act (2011).

Green Deal Bill Payer

The Party who is responsible for paying the Energy bills for the Premises subject to an arrangement under the Green Deal.

Green Deal Charges

Any payment required by you in respect of an arrangement under the Green Deal.

Green Deal Provider

An accredited company to provide the installation and financing of Energy efficiency improvements under the Green Deal.

Half-Hourly Meter

In electricity only, as defined in the Balancing and Settlement Code.

HMRC

Means HM Revenue and Customs;

Industry Codes

Any set of licences, industry codes and standards, including but not limited to guidance or advice notes, technical guidance notes, guidelines, regulations, codes of practice, or determinations made, issued or approved by BEIS, the Authority or a government body that govern, regulate or are applicable to the Energy industry, Supply Licences or to this Contract, including those expressly referred to in this Contract.

Insolvency Event

Shall mean circumstances under which you:

a. have a receiver or similar officer appointed over all or a material part of its assets or undertaking;

b. pass a resolution for winding-up (other than a winding-up for, or in connection with, any solvent amalgamation or reconstruction) or a court makes an order to that effect or a court makes an order for administration (or any equivalent order in any jurisdiction);

c. enter into any composition or arrangement with its creditors (other than relating to a solvent restructuring);

d. cease to carry on business; or

e. are unable to pay its debts as they become due in the ordinary course of business.

Letter of Authority or LOA

A letter, issued and signed by you, that authorises a third party to act on your behalf regarding your Energy account and your Contract.

Material Breach

A breach serious enough to destroy the value of the contract or have serious consequences on the outcome of the Contract and gives basis for an action for breach of contract and/or termination of the relevant Contract.

Meter Asset Manager

A person appointed to provide, install, maintain or administer the Metering Equipment.

Meter Operation Code of Practice Agreement

An agreement which authorises meter operators toinstall and connect meters to the electricity network by clarifying that the equipment being provided, installed and maintained meets appropriate technical requirements and that work is carried out to adequate safety standards.

Meter Operator

A person appointed to provide, install, maintain or administer the Metering Equipment.

Meter Point

The point at which electricity or gas is metered prior to supply to your Premises and at which title and risk in that Energy passes to you. There may be more than one (1) Meter Point at each Premises.

Meter Reader

A person appointed to provide data retrieval and/or data processing service.

Metering Equipment

Any equipment which, whether directly or indirectly, has an effect in the recording and communicating the consumption of Energy at a singular Meter Point (giving the ability to use such information in billing and settlement), including any communication equipment.

Micro Business Consumer

An Energy consumer who:

a. has an annual electricity consumption of not more than 100,000 kWh or an annual gas consumption of not more than 293,000 kWh; or

b. has fewer than ten (10) employees (or their full time equivalent) and an annual turnover or annual balance sheet total not exceeding Euros 2 million;

Month

A calendar month, and "Monthly" shall be interpreted accordingly.

National Terms of Connection or NTC

The document of that title which can be found at connectionterms.org.uk

Network

The local electricity or gas distribution network, as applicable.

Network Operator

In respect of a Meter Point, the operator of the local Network.

Non Direct Debit Price

The prices, as Notified to you on a Contract Confirmation Letter and/or any other (or subsequent) letter, that you will be charged when not paying your Bills via Direct Debit in accordance with your Contract.

Notice

A notice sent to the relevant Party's Notice Address in accordance with Clause 21.12, and "Notification", "Notified" and "Notify" shall be interpreted accordingly.

Notice Address

For notices from us to you, your registered office address or any replacement address designated by you or any email address you provide to us; for notices from you to us, the address indicated in the Contract Confirmation Letter or any replacement address designated by us from time to time.

Notice Date

For Fixed Business Plans, the date thirty (30) days prior to the End Date as shown on the Contract Confirmation Letter or on your Bill.

Notice Period Either:

a. the thirty (30) day period following the date you gave notice to terminate your Contract and/or Plan; or

b. for Fixed Business Plans only and where you give notice to terminate your Contract and/or Plan prior to the Notice Date, the period between the Notice Date and End Date.

Ofgem Meter Asset Managers Registration Scheme

The scheme of that name details of which can be found at www.ofgem.gov.uk

Out of Contract Prices

The rates and charges of that name published from time to time by us (available at eonenergy.com)

Outstanding Balance

Where:

a. the balance on your account has been overdue for more than fourteen (14) days from the date we sent you a Bill and you pay either on receipt of Bill or by variable Direct Debit;

b. there is a debit balance on the account and there has been an unpaid fixed Direct Debit in the last three (3) months; or

c. there is a debit balance on the account and a SME Prepayment meter is being used to recover an unpaid amount from a previous Bill.

Party

Either you or us, and Parties means you and us.

Personal Data

As defined in the GDPR.

Plan

Either a Fixed Business Plan, a Your Business Flexible Contract or Variable Price Plan as applicable.

Premises

Each of the premises relevant to the Meter Points supplied (or due to be supplied) under the Contract and as stated in the Contract Confirmation Letter.

Prepayment Meter

A Pay-As-You-Go (PAYG) meter and/or Smart Meter in the PAYG setting.

Pricing Mechanism

A mechanism by which some or all of the Charges shall be determined during your Plan in accordance with the special conditions set out in the Contract Confirmation Letter or otherwise as agreed between us.

Privacy Notice

Our privacy notice sets out:

a. where we might get data about you from;

b. why we need it;

c. what we might do with the data (including who we might share it with);

d. the circumstances in which your data might be transferred abroad; and

e. how long we keep it for.

Process/Processed

As defined in the GDPR.

Qualified

For electricity, as defined in the Balancing and Settlement Code, and in respect of Meter Operators, also being a signatory to the Meter Operation Code of Practice Agreement. For gas, registered and approved under the Ofgem Meter Asset Managers Registration Scheme.

Registered Supplier

The licensed supplier of Energy to whom the relevant Meter Point(s) have been registered in accordance with industry regulations.

Renewable Energy

Certificate As defined in Clause 18.3.1.

Renewable Energy Guarantees of Origin or “REGO”

Electricity certificated as being produced from an eligible Ofgem accredited renewable energy source in the UK.

Renewable Source

Wind, solar, geothermal, wave, tidal, hydropower, biomass, landfill gas, sewage treatment plant gas and biogases.

Renewal Offer Letter

The letter sent to you on or around 60 days before the End Date of your Fixed Business Plan to provide you with your options for pricing and other commercial terms and conditions for the end of your current Fixed Business Plan.

Sanctions List

Means a consolidated list of persons, groups and entities which are the designated target of, or otherwise subject to, economic and non-economic sanctions imposed by governments and/or multinational bodies.

Standards of Performance Regulations

Means The Electricity and Gas (Standards of Performance) (Suppliers) Regulations 2015 that sets out performance standards that Suppliers must meet.

Start Date

The date on which supply of Energy to the Meter Point(s) under this Contract or a Plan is proposed to commence, as specified in the applicable Contract Confirmation Letter.

Supplier

In relation to any business or activity, means any person authorised by licence granted or treated as being granted under the Act or, in appropriate cases, by exemption granted under the Act to supply Energy.

Supplier Certificate

Certificates available from HMRC or the government representing the percentage of supply eligible for relief from taxes, duties or third party charges, including the Climate Change Levy Supplier Certificates (PP11), representing the percentage of supply eligible for relief from Climate Change Levy.

Supplier of Last Resort

A licensed supplier appointed by the Authority in the event of an insolvency of another supplier under the Energy Act 2011.

Supply Licence

A licence granted to us under the Act to supply gas or electricity to end users.

Terms and Conditions

Means these Terms and Conditions relating to the supply of Energy to you, as varied from time to time.

Third Party Charges

Any charge, costs, expenses, losses or liabilities incurred and/or passed through to us and/or levied on us by a third party in connection with the supply of Energy.

Third Party Intermediary or TPI

An energy broker or energy consultant who provides introductory services, price comparison services, Energy contract advice and/or in some instances utility management to businesses.

Uniform Network Code

The code of that title and all related documents comprising a set of rules to which gas market participants are required to conform, which can be found at gasgovernance.co.uk

Us/we/our

E.ON Next Energy Limited, a company incorporated under the laws of England and Wales with registered company number 03782443.

Variable Price Plan

The Plan of that name specified in the Contract Confirmation Letter under which the prices we charge for the supply of Energy may change at any time and thirty (30) days' notice is required to end the Plan, as more particularly described in Clause 10.

Variable Prices

The prices applicable to your Variable Price Plan as may be notified to you from time to time and which may be found on our website or by contacting us.

VAT

Means value added tax.

Working Day

Any day other than a Saturday, Sunday or bank holiday in England and Wales.

Writing

Includes writing sent or received by electronic communication, and "Written" shall be interpreted accordingly.

You or your

The Party or Parties named as the customer in the Contract Confirmation Letter.

Schedule 1a:
Domestic customers

All prices include VAT. Unit rates quoted are pence per kWh

Credit meters

ALL PRICES INCLUDE VAT **Effective 01/10/2021**

Region	Eastern	East Midlands	London	Manweb	Midlands	Northern	Norweb	Scottish Hydro	Scottish Power	Seeboard	Southern	Swalec	Sweb	Yorkshire
	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Direct Debit & Other Payment Methods excluding Smart PAYG & Prepayment														
Electricity - Unrestricted														
All Units (p/kWh) - DD (p/day) - DD*	24.017p	23.770p	23.3.07p	23.499p	25.093p	26.460p	24.382p	27.395p	24.866p	24.038p	24.112p	24.866p	25.663p	26.824p
All Units (p/kWh) - DD	20.871p	20.316p	20.772p	21.995p	20.592p	20.207p	20.140p	20.834p	20.391p	21.557p	20.680p	21.180p	21.607p	20.076p
Daily Standing Charge (p/day) - Other Payment Methods excluding SMART PAYG & Prepayment	28.585p	28.327p	27.838p	28.041p	29.719p	31.160p	28.971p	32.147p	29.483p	28.608p	28.689p	29.483p	30.320p	31.545p
All Units (p/kWh) - Other Payment Methods excluding SMART PAYG & Prepayment	21.985p	21.400p	21.881p	23.170p	21.691p	21.286p	21.215p	21.946p	21.479p	22.708p	21.783p	22.310p	22.761p	21.147p
Electricity - Economy 7														
Daily Standing Charge (p/day) - DD*	24.101p	23.853p	23.393p	23.589p	25.177p	26.543p	24.469p	27.481p	24.952p	24.124p	24.198p	24.952p	25.749p	26.912p
Day Units (p/kWh) - DD	24.136p	23.781p	23.787p	25.807p	24.375p	23.767p	23.491p	23.611p	23.547p	25.108p	24.249p	25.059p	25.696p	23.608p
Night Units (p/kWh) - DD	12.625p	12.554p	12.554p	13.289p	12.470p	12.485p	12.452p	14.403p	13.160p	12.777p	12.427p	12.716p	12.556p	12.504p
Daily Standing Charge (p/day) - Other Payment Methods excluding SMART PAYG & Prepayment	28.669p	28.407p	27.921p	28.125p	29.802p	31.241p	29.055p	32.228p	29.564p	28.692p	28.770p	29.564p	30.404p	31.626p
Day Units (p/kWh) - Other Payment Methods excluding SMART PAYG & Prepayment	25.124p	24.765p	24.868p	26.860p	25.371p	24.740p	24.460p	24.631p	24.535p	26.127p	25.233p	26.082p	26.732p	24.583p
Night Units (p/kWh) - Other Payment Methods excluding SMART PAYG & Prepayme	12.625p	13.601p	13.892p	13.289p	13.540p	13.542p	13.494p	15.489p	14.217p	13.885p	13.502p	13.813p	13.673p	13.549p

Notes

* Customers paying by Direct Debit are charged a lower daily Standing Charge and unit rate than customers paying by other payment methods. E.ON Residential Product Terms & Conditions apply. Electricity Deemed Contract Scheme effective from 1 October 2021

Schedule 2b:
Non-Maximum Demand Business prices

Effective 07/03/2022

All prices exclude VAT, Climate Change Levy (CCL), and Green Deal. Deemed prices may change at any time.

REGION	Eastern England	East Midlands	London	Merseyside and Northern Wales	West Midlands	North Eastern England	North Western England	Northern Scotland	Southern Scotland	South Eastern England	Southern England	Southern Wales	South Western England	Yorkshire
	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Electricity - Unrestricted														
Daily Standing Charge (p/day)	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p
All Units (p/kWh)	35.570	34.090	34.540	37.260	34.650	34.530	35.200	36.300	33.780	35.450	35.180	33.980	35.020	34.460
Electricity - Economy 7														
Daily Standing Charge (p/day)	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p
Day Units (p/kWh)	37.210p	35.510p	36.010p	39.120p	36.040p	35.770p	36.950p	37.920p	35.240p	37.320p	36.660p	35.370p	36.320p	35.730p
Night Units (p/kWh)	30.210p	30.290p	31.750p	32.970p	30.210p	33.060p	30.660p	35.010p	32.760p	30.360p	30.270p	30.670p	33.150p	30.430p
Electricity – Two rate off-peak														
Daily Standing Charge (p/day)	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p
Peak Units (p/kWh)	37.570p	35.960p	37.100p	39.200p	36.320p	37.170p	39.200p	37.840p	35.610p	39.200p	37.110p	35.090p	36.680p	36.110p
Off-peak Units (p/kWh)	33.320p	32.400p	32.570p	33.640p	32.930p	33.640p	33.230p	35.120p	32.310p	33.640p	33.060p	33.150p	33.400p	32.740p
Electricity – Three rate off-peak														
Daily Standing Charge (p/day)	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p	150.000p
Peak Units (p/kWh)	39.250p	36.960p	39.720p	38.410p	38.410p	39.720p	39.240p	39.720p	39.720p	39.720p	38.210p	39.720p	39.720p	37.040p
Off-peak Units (p/kWh)	32.420p	30.250p	32.430p	31.350p	31.350p	32.430p	32.360p	32.430p	32.430p	32.430p	30.200p	32.430p	32.430p	30.420p
Evening Weekend Units (p/kWh)	33.100p	33.210p	34.200p	33.630p	33.630p	34.200p	33.840p	34.200p	34.200p	33.800p	34.200p	34.200p	34.200p	33.630p
Gas - Standard														
Daily Standing Charge (p/day)	276.000p	276.000p	276.000p	276.000p	276.000p	276.000p	276.000p	276.000p	276.000p	276.000p	276.000p	276.000p	276.000p	276.000p
All Units (p/kWh)	14.120p	13.720p	14.940p	14.440p	14.210p	13.690p	14.270p	14.470p	14.470p	14.770p	14.970p	14.470p	15.360p	13.700p

Schedule 2c:
Maximum Demand Business Customers

All prices exclude VAT, CCL and Green Deal Charges

All unit rates quoted are pence per kWh

Profile Class 00 – Measurement Class E

Unrestricted, Quarterly credit

Region	Distribution company	Standing charge (p/day)	Primary rate (p)	Authorised Supply Capacity (p)	Excess capacity rate (p)
Eastern	UK Power Networks	279	18.93	3.8	8.72
East Midlands	Western Power Distribution	279	19.29	3.09	7.08
London	UK Power Networks	279	18.86	4.78	7.8
Merseyside & North Wales	SP Energy Networks	279	19.94	3.59	7.22
Midlands	Western Power Distribution	279	19.35	4.42	9.29
Northern	Northern Powergrid	279	19.56	2.28	5.52
North Western	Electricity North West	279	19.66	3.92	6.28
South Eastern	UK Power Networks	279	19.27	3.88	8.09
Southern	SSE Power Distribution	279	19.01	2.84	5.43
South Western	Western Power Distribution	279	20.19	3.73	8.73
South Wales	Western Power Distribution	279	19.89	3.52	7.95
Yorkshire	Northern Powergrid	279	19.5	1.52	3.59
South Scotland	SP Energy Networks	279	19.17	2.85	4.38
North Scotland	SSE Power Distribution	279	21.18	6.05	11.04

E7 Deemed Business Tariff

Region	Distribution company	Standing charge (p/day)	Primary rate (p)	Night rate (p)	Authorised Supply Capacity (p)	Excess capacity rate (p)
Eastern	UK Power Networks	279	19.72	15.36	3.8	8.72
East Midlands	Western Power Distribution	279	20.22	15.27	3.09	7.08
London	UK Power Networks	279	19.68	15.08	4.78	7.8
Merseyside & North Wales	SP Energy Networks	279	21.7	17.02	2.89	5.36
Midlands	Western Power Distribution	279	20.27	15.38	4.42	9.29
Northern	Northern Powergrid	279	20.45	15.71	2.28	5.52
North Western	Electricity North West	279	20.18	16.17	3.92	6.28
South Eastern	UK Power Networks	279	20.32	14.76	3.88	8.09
Southern	SSE Power Distribution	279	20.03	15.96	2.84	5.43
South Western	Western Power Distribution	279	20.85	17.06	3.73	8.73
South Wales	Western Power Distribution	279	20.77	16.13	3.52	7.95
Yorkshire	Northern Powergrid	279	20.17	16.43	1.52	3.59
South Scotland	SP Energy Networks	279	19.98	16.61	2.85	4.38
North Scotland	SSE Power Distribution	279	22.07	17.93	6.05	11.04

E8 Deemed Tariff Table

Region	Distribution company	Standing charge (p/day)	Primary rate (p)	Night rate (p)	Authorised Supply Capacity (p)	Excess capacity rate (p)
East Midlands	Western Power Distribution	279	20.22	15.27	3.09	7.08
Northern	Northern Powergrid	279	20.57	15.28	3.09	7.08
South Eastern	UK Power Networks	279	20.57	15.28	3.09	7.08

Maximum Demand Business Customers (Profile Class 00 – Measurement Class G)

Unrestricted deemed business tariff

Region	Distribution company	Standing charge (p/day)	Primary rate (p)
Eastern	UK Power Networks	279	19.38
East Midlands	Western Power Distribution	279	19.67
London	UK Power Networks	279	19.03
Merseyside & North Wales	SP Energy Networks	279	19.94
Midlands	Western Power Distribution	279	19.64
Northern	Northern Powergrid	279	20.08
North Western	Electricity North West	279	20.27
South Eastern	UK Power Networks	279	19.61
Southern	SSE Power Distribution	279	19.43
South Western	Western Power Distribution	279	20.71
South Wales	Western Power Distribution	279	20.23
Yorkshire	Northern Powergrid	279	19.97
South Scotland	SP Energy Networks	279	19.63
North Scotland	SSE Power Distribution	279	22.38

E7 Deemed Business Tariff

Region	Distribution company	Standing charge (p/day)	Primary rate (p)	Night rate (p)
Eastern	UK Power Networks	279	20.25	15.38
East Midlands	Western Power Distribution	279	20.68	15.29
London	UK Power Networks	279	19.88	15.08
Merseyside & North Wales	SP Energy Networks	279	22.37	17.08
Midlands	Western Power Distribution	279	20.61	15.41
Northern	Northern Powergrid	279	21.08	15.74
North Western	Electricity North West	279	20.86	16.24
South Eastern	UK Power Networks	279	20.72	14.78
Southern	SSE Power Distribution	279	20.54	16.02
South Western	Western Power Distribution	279	21.46	17.12
South Wales	Western Power Distribution	279	21.16	16.19
Yorkshire	Northern Powergrid	279	20.72	16.48
South Scotland	SP Energy Networks	279	20.58	16.64
North Scotland	SSE Power Distribution	279	23.52	18.25

E8 Deemed Tariff Table

Region	Distribution company	Standing charge (p/day)	Primary rate (p)	Night rate (p)
East Midlands	Western Power Distribution	279	20.68	15.29
Northern	Northern Powergrid	279	20.57	15.28
South Eastern	UK Power Networks	279	20.57	15.28

Maximum Demand Business Customers (Profile Class 5,6,7 & 8 – Measurement Class A)

Unrestricted deemed business tariff

Region	Distribution company	Standing charge (p/day)	Primary rate (p)
Eastern	UK Power Networks	279	20.18
East Midlands	Western Power Distribution	279	20.09
London	UK Power Networks	279	19.51
Merseyside & North Wales	SP Energy Networks	279	19.94
Midlands	Western Power Distribution	279	20.11
Northern	Northern Powergrid	279	20.24
North Western	Electricity North West	279	20.43
South Eastern	UK Power Networks	279	20.45
Southern	SSE Power Distribution	279	19.72
South Western	Western Power Distribution	279	20.97
South Wales	Western Power Distribution	279	20.63
Yorkshire	Northern Powergrid	279	20.1
South Scotland	SP Energy Networks	279	19.72
North Scotland	SSE Power Distribution	279	21.5

E7 Deemed Business Tariff

Region	Distribution company	Standing charge	Primary rate (p)	Night rate (p)
Eastern	UK Power Networks	279	20.66	15.4
East Midlands	Western Power Distribution	279	20.8	15.29
London	UK Power Networks	279	19.98	15.08
Merseyside & North Wales	SP Energy Networks	279	22.52	17.04
Midlands	Western Power Distribution	279	20.86	15.41
Northern	Northern Powergrid	279	20.91	15.74
North Western	Electricity North West	279	20.75	16.2
South Eastern	UK Power Networks	279	21.25	14.76
Southern	SSE Power Distribution	279	20.53	16.06
South Western	Western Power Distribution	279	21.44	17.09
South Wales	Western Power Distribution	279	21.3	16.18
Yorkshire	Northern Powergrid	279	20.59	16.47
South Scotland	SP Energy Networks	279	20.2	16.71
North Scotland	SSE Power Distribution	279	21.88	18.18

E8 Deemed Tariff Table

Region	Distribution company	Standing charge (p/day)	Primary rate (p)	Night rate (p)
East Midlands	Western Power Distribution	279	20.8	15.29
Northern	Northern Powergrid	279	20.57	15.28
South Eastern	UK Power Networks	279	20.57	15.28

Schedule 2d:
Business customers acquired from TXU UK Ltd

All prices exclude VAT, CCL and Green Deal Charges

All unit rates quoted are pence per kWh

Unrestricted Quarterly credit

Region	Distribution company	Standing charge (p/day)	Primary rate (p)
Eastern	UK Power Networks	79	21.92
East Midlands	Western Power Distribution	79	22.26
London	UK Power Networks	79	21.04
Merseyside & North Wales	SP Energy Networks	79	24.37
Midlands	Western Power Distribution	79	22.23
Northern	Northern Powergrid	79	22.63
North Western	Electricity North West	79	22.6
South Eastern	UK Power Networks	79	22.03
Southern	SSE Power Distribution	79	22.12
South Western	Western Power Distribution	79	23.22
South Wales	Western Power Distribution	79	22.52
Yorkshire	Northern Powergrid	79	22.51
South Scotland	SP Energy Networks	79	22.15
North Scotland	SSE Power Distribution	79	23.89

Economy 7, Quarterly credit

Region	Distribution company	Standing charge (p/day)	Primary rate	Night rate (p)
Eastern	UK Power Networks	79	23.15	16.66
East Midlands	Western Power Distribution	79	23.16	17.51
London	UK Power Networks	79	22.41	17.12
Merseyside & North Wales	SP Energy Networks	79	25.44	18.96
Midlands	Western Power Distribution	79	23.31	17.65
Northern	Northern Powergrid	79	23.55	18.98
North Western	Electricity North West	79	23.49	17.5
South Eastern	UK Power Networks	79	23.66	17.05
Southern	SSE Power Distribution	79	24.04	17.54
South Western	Western Power Distribution	79	24.21	19.43
South Wales	Western Power Distribution	79	23.72	18.55
Yorkshire	Northern Powergrid	79	23.51	17.95
South Scotland	SP Energy Networks	79	23.43	19.36
North Scotland	SSE Power Distribution	79	24.82	20.61

Evening & weekend Quarterly credit

Region	Distribution company	Standing charge (p/day)	Primary rate	Evening weekend rate (p)
Eastern	UK Power Networks	79	22.81	21
East Midlands	Western Power Distribution	79	23.15	21.29
London	UK Power Networks	79	21.98	20.08
Merseyside & North Wales	SP Energy Networks	n/a	n/a	n/a
Midlands	Western Power Distribution	79	23.12	21.26
Northern	Northern Powergrid	79	23.55	22.13
North Western	Electricity North West	79	23.78	21.99
South Eastern	UK Power Networks	n/a	n/a	n/a
Southern	SSE Power Distribution	79	23.19	21.16
South Western	Western Power Distribution	79	24.11	22.27
South Wales	Western Power Distribution	79	23.26	21.78
Yorkshire	Northern Powergrid	79	23.45	21.5
South Scotland	SP Energy Networks	79	22.82	21.56
North Scotland	SSE Power Distribution	79	24.41	23.4

Evening & weekend Economy 7, Quarterly credit

Region	Distribution company	Standing charge (p/day)	Primary rate (p)	Evening weekend rate (p)	Night rate (p)
Eastern	UK Power Networks	79	23.46	22.3	17.59
East Midlands	Western Power Distribution	79	23.48	22.61	17.51
London	UK Power Networks	n/a	n/a	n/a	n/a
Merseyside & North Wales	SP Energy Networks	79	23.88	22.86	17.78
Midlands	Western Power Distribution	79	23.88	22.86	17.78
Northern	Northern Powergrid	n/a	n/a	n/a	n/a
North Western	Electricity North West	79	23.92	23.06	18.08
South Eastern	UK Power Networks	79	24.12	22.94	18
Southern	SSE Power Distribution	79	24.43	23.38	17.54
South Western	Western Power Distribution	n/a	n/a	n/a	n/a
South Wales	Western Power Distribution	n/a	n/a	n/a	n/a
Yorkshire	Northern Powergrid	79	23.88	22.87	17.95
South Scotland	SP Energy Networks	n/a	n/a	n/a	n/a
North Scotland	SSE Power Distribution	n/a	n/a	n/a	n/a

E.ON Next Energy Limited Registered in England and Wales No 03782443 Registered Office: Westwood Way, Westwood Business Park, Coventry CV4 8LG