

# Terms & Conditions

## All you need to know about joining Eversmart Energy

Last updated: 12 April 2019

### 1. Our contract

1.1 This contract is between you and us:

(a) **You** are the person who either signed up to take a **supply** from us, is taking supply from us, is the owner/occupier of property at which supply is being taken from us or is the secondary account holder who has consented to be added to the primary customer's account.

(b) **We, Us** or **Our** is Eversmart Energy Limited. Our address is Unit 10, Empress Business Centre, 380, Chester Rd, Stretford, Manchester M16 9EA.

1.2 When we refer to:

(a) **Your contract start date**, we mean the date your contract starts with us. This will be either the date we agree to take over your supply or when you start to take a supply from us, whichever happens first.

(b) **A cooling off period**, we mean the period of 14 days from your contract start date. During the cooling off period, you have a legal right to change your mind – Section 18.3

(c) The **property**, we mean the property or premises at which the supply will be made.

(d) The **supply** (or similar expressions), we mean the sale by us to you of gas and/or electricity via a gas transportation network or an electricity distribution network (as applicable).

(e) The **supply start date**, we mean for each fuel you receive from us (gas/electricity), the date from when we become the registered supplier of that fuel to the property.

(f) A **working day**, we mean any day other than a Saturday, a Sunday or a bank holiday in England, Scotland or Wales. All other references to a day refer to a calendar day.

1.3 You must be over 18 to sign up to this contract.

### 2. Your promises

2.1 You promise that:

(a) You either own or live in the property;

(b) You are allowed to sign up to this contract for the property;(c) The property is connected to mains gas or electricity, or both (as applicable);

(d) You will use the supply for domestic purposes only. If you're not using the supply for domestic purposes, or if you use more than 73,200kWh of gas per year, we can automatically move you onto what we consider is the appropriate non-domestic tariff and the terms and conditions of that tariff will apply instead of this contract; and

(e) You will keep your contact details (including email address and mobile phone number) up to date. We will use these details to contact you with information about your account, and (if you have opted into receiving it) to send promotional information.

2.2 You agree to receive all communications from us electronically, including bills, price changes and other information about your account, and any other notices we need to send you. We may send this information to you via your online account or your nominated email address.

2.3 Section 2.2 won't apply:

a. Where you are on the Priority Services Register (see section 24.5 for more information);

or

(b) If we agree with you that we will contact you by post, such as where you don't have access to the internet or a valid email address.

2.4 Unless you are on the Priority Services Register, we may charge you extra for postal communications.

2.5 You must email or phone us to cancel your contract, whether it's a fixed plan or a variable plan unless you are switching to a new supplier, in which case see section 18.8.

### **3. Our plans and tariffs**

3.1 Your contract will be for either a **fixed plan** or a **variable plan**.

#### **Fixed plans**

3.2 A fixed plan is one of our fixed terms and/or fixed rate tariffs and the terms for a fixed plan under this contract shall apply. Details can be found at <https://eversmartenergy.co.uk/energy>

3.3 We will not increase the tariff you pay under your fixed contract for the duration of the contract unless your contract changes – see section 19.

3.4 If you are on a fixed plan, we may decide not to allow you to switch to another new fixed plan with us until your current contract term ends.

a. Some fixed-term plans have their own terms. For Family Saver terms see section 13, for Power On terms please see section 14.

#### **Variable plans**

3.5 A variable plan is one of our variable terms and/or variable rate tariffs and the terms for a variable plan under this contract shall apply. Details can be found at <https://eversmartenergy.co.uk/energy>

3.6 We may increase the charges you pay under a variable plan by providing you with 30 days' advance notice.3.7 If you are on a variable plan, you can cancel your contract at any time without incurring a termination fee (see section 18.).

3.8 If you are on a variable plan and we withdraw it from new and renewing customers, we may move you onto the cheapest variable plan that is available at the time.

### **Deemed contract**

3.9 You may be on a deemed contract, which means that you are on a contract that you have not actively agreed with us but exists between you and us automatically because you are taking a supply.

3.10 You will be on our cheapest available variable plan for the type of meter you have.

3.11 You will not be charged a termination fee if you cancel your deemed contract with us and switch to a different supply.

3.12 Your deemed contract will terminate if you sign up to a fixed or variable plan with us, or if you switch to another supplier.

3.13 You will be responsible for paying all outstanding charges under your deemed contract. Before you switch to another supplier, we may tell you that we object to the switch under section 18.10 if you have not paid all outstanding charges.

## **4. Switching to Eversmart Energy**

### **Switching from your existing supplier to Eversmart Energy**

4.1 You agree that we're allowed to tell your existing supplier to end your contract with them and to switch the supply to us.

4.2 We aren't responsible for any debt or other outstanding charges you may have to pay your previous supplier unless we have expressly agreed to take on those amounts from your previous supplier (in which case you will be liable to us for those amounts).

4.3 We'll make every effort to complete your switch to us and begin the supply start date within 17-21 days from the date we tell your previous supplier, although this could be delayed because of reasons outside our control.

4.4 We'll let you know when we expect your switch to happen. However, the supply start date we give you is an estimate only and may be changed for reasons outside our control.

4.5 We can also change the supply start date if:

- (a) We don't have all the information we need to complete your switch (including the answers to any questions we've asked you);
- (b) You tell us you've changed your mind; or
- (c) You ask us to start making the supply at a later date.

4.6 You agree to submit opening meter readings when we ask you to do so. We will ask you to submit an opening meter read 5 days before your expected go-live date and up to 5 days after.

### **Switching from a credit meter to a prepayment meter**

4.7 If you have signed up to our prepayment tariffs for electricity and/or gas supply but have a credit meter or a prepayment meter that we cannot support:

(a) You agree to let us install a smart meter for your gas and/or electricity supply (as applicable) within 1 month of your supply start date; and

(b) You will pay Eversmart Energy gas and/or electricity rates (as applicable) from the supply start date. See section 8.3 for details of payment methods.

4.8 If you do not give us access to install a smart meter in accordance with clause 4.7, or if for any reason we deem that it is not possible to install a smart meter (for example, technical limitations or installer unavailability) or if your smart meter installation is not a standard installation, we will move you onto an Eversmart Energy variable plan, or cancel your switch if you are still in your cooling off period. If this is the case, we'll let you know when this is happening.

4.9 Our standard installation assumes that we are able to install the smart meter at your property in line with our usual fitting procedure and that we do not need to carry out additional work, such as additional electric wiring, gas pipework or the removal of any fixtures at your property.

## **5. What happens at the end of your fixed plan**

5.1 We will send you a "statement of renewal" (also known as a "contract expiry notice") between 42 and 49 days before your fixed plan is due to end, informing you of the options available to you.

5.2 If your fixed plan ends and you've asked us for a new fixed plan, we'll start a new contract with you for the new fixed plan on the date the old one ends.

5.3 If your fixed plan ends and you haven't asked us for a new fixed plan, we will automatically transfer you to the cheapest variable plan available for your meter type and payment method until you switch to a new supplier or you start a new fixed plan with us. We must do this under Ofgem's rules.

5.4 If you are transferred to our cheapest variable plan you may be charged higher unit prices and standing charges, and these charges could change at any time – see section 3.6 above for further details.

5.5 If you ask us for a new fixed plan and we change the price of that fixed plan before your new contract starts, we will honour the lower charges if you have asked us to change before your new contract starts.

5.6 If you decide to leave us and we hear from your new supplier within 20 working days after your fixed plan ends, or if you enter a new plan with us in the same period, we'll keep your charges the same until you switch or start the new plan (as applicable).

## 6. Your meter and access to your property

1. Your meter will be either a **credit meter** or a **prepayment meter**:

a. **Credit meter** means a meter that does not have to be topped up in advance for the supply to be made, and includes a smart meter in credit mode;

or

a. **Prepayment meter** means a meter that must be topped up in advance for the supply to be made (whether or not the prepayment meter is being used to recover an overdue debt) and includes a smart meter in prepayment mode

6.2 You are responsible for ensuring your property has an appropriate credit meter or prepayment meter installed that meets all the following requirements:

(a) It can measure the energy supplied to your property;

a. Maintenance and legal compliance checks are carried out for all pipes, equipment, wires and other fittings; and

a. It is suitable and meets industry standards for safety and accuracy.

6.3 You are responsible for ensuring that your **metering equipment** is not lost, stolen or damaged. In this contract metering equipment means the meter itself and all equipment required to operate your credit meter or prepayment meter.

6.4 If you discover any damage, fault or another issue with your metering equipment, you must tell us immediately.

6.5 We are allowed to install, maintain, read, disconnect, repair or replace any metering equipment.

6.6 If you have a traditional meter, or a non-communicative smart meter, we will use best endeavours to take an accurate meter reading every 12 months at a minimum and to accurately reflect this in your bills.

6.7 You must pay our reasonable costs in connection with removing, inspecting, replacing or repairing the metering equipment at your property (for example, if your payment method is changing – see [section 8](#) below), except if the loss or damage has been caused by something we have done or failed to do.

6.8 You agree to give us or anyone acting on our behalf safe access to your property and all metering equipment. If there are obstructions preventing us from accessing your metering equipment, you must remove them.

6.9 If you have a smart meter that we can read without coming to your property, you agree that:

- (a) We may remotely repair and update it;
- (b) We may switch it from credit mode to prepayment mode or disconnect your supply (or both) – we will notify you before this happens;
- (c) We may use information from it to work out your bill and offer you appropriate tariffs and other products (including via any associated in-home display device), and monitor your energy usage; and
- (d) You will not remove any equipment provided to you (such as an in-home display unit) without our consent.

## **7. Payments and charges - general**

7.1 At the end of your contract, whether a fixed or variable plan, we will send you a final bill setting out any charges or debts you have accrued which remain outstanding. You are responsible for paying us for the supply until your contract with us ends and for paying, after your contract otherwise ends, for any outstanding charges or debts which have not been taken on by your new supplier. In the event that you move to another Eversmart contract, and you have a debt, we will discuss options with you, which may include lump sum payment to clear the debt, a payment plan to include the debt in future payments, or a combination of the two. This clause 7.1 will survive the termination of your contract.

7.2 We'll calculate the charges for your supply using:

- a. The gas/electricity you've consumed in kilowatt hours (kWh);
- (b) A standing charge, for each "Meter Point Reference Number" (MPRN) or "Meter Point Administration Number" (MPAN) registered to your property;
- (c) If you're on a fixed plan, the charges that apply to your fixed plan on the contract start date;
- (d) If you're on a variable plan, the charges that apply to your variable plan for the the period in which you consumed the gas/electricity; and
- (e) If you have a credit meter, any up-to-date meter readings you've given us or, if you haven't given us an up-to-date meter reading, we will act reasonably to estimate the meter readings (using any available consumption data for the premises and other relevant factors or industry standard methods).

7.3 If you have a credit meter, you must pay the amount shown on your bill in accordance with your chosen payment method – see section 8 below.

7.4 If you have a prepayment meter, you must top up your meter in advance in order to receive the supply, and we'll deduct charges for the supply from the amount you top up.

7.5 We'll add VAT to our charges at the applicable rate. The relevant rates can be found here; <https://www.gov.uk/vat-rates>

## 8. Payments and charges – your payment method

8.1 The **payment methods** available are as follows:

(a) **Direct Debit** (available to Eversmart Energy credit meter customers), which means paying for your supply in advance each month by Direct Debit, where we set the amount of your Direct Debit. See section 8.3 below for details;

(b) Paying via your **prepayment meter** – see section 8.4 below for details.

8.2 By signing up to or switching to one of our fixed plans or variable plans for Eversmart Energy credit meters or being under a deemed contract with an Eversmart Energy credit meter, you are agreeing by default to pay by Direct Debit unless you choose a different payment method.

8.3 Paying by Direct Debit means:

a. You must keep your account in credit by paying for the supply in advance, in some cases, we may ask you to pay 2 months upfront;

(b) You agree to contact us before the Direct Debit is taken from your bank account if you believe your bill is incorrect;

a. We will carry any debit or credit balance forward to the next bill;

(d) You must give us an up-to-date meter reading at least every 30 days (unless you have a smart meter and we receive readings automatically);

(e) If you're on a fixed monthly direct debit, the amount charged will be based on the amount of energy we think you'll use during each year of your contract divided by 12 if it's your first year with us, we can increase the Direct Debit amount by up to 25% to cover additional energy use in the winter months (December through to March);

(f) If you're on a variable monthly direct debit, the amount charged will be based on the amount of energy you use each month. This may be called 'pay for what you use.' You'll normally pay less in summer than you do in winter.

(g) We aim to review your Direct Debit at least twice a year, to make sure you are paying enough to cover the energy you use or offer to reduce your Direct Debit if we think you are paying too much; and

(h) We may decide not to reduce your Direct Debit payments unless we have up-to-date meter readings for your account.

(i) Our standard billing frequency is quarterly

8.4 By signing up to or switching to one of our fixed plans or variable plans for prepayment meters or being under a deemed contract with a prepayment meter, you're required to have a

prepayment meter and you're agreeing by default to pay via your prepayment meter. There may be additional charges for choosing this payment method.

8.5 We may run a credit check on you and the result of this credit check may mean you are not eligible to pay by your preferred method. If you're eligible to pay by standard credit, your bill is due on the date is shown on the bill and must be paid in full by that date.

8.6 We may require a **security deposit** before we begin to process your switch from another supplier and/or begin your supply or if you're changing payment methods. A security deposit is an amount that we might ask you, in certain circumstances, to pay as security for payment of charges under this contract. It isn't put towards your bill unless you don't pay on time, and it's kept in an account separate from our money but mixed in with other customers' security deposits. The following terms will apply to take security deposits:

(a) The amount of security deposit will depend on your individual circumstances and the likely value of your monthly consumption;

(b) Your contract with us won't come into effect until we have received the security deposit in full. We may refuse to start the supply until the security deposit is paid, or we may stop the supply if we have to use the security deposit to pay one of your bills. If the supply start date is delayed because you have not paid the security deposit, we aren't responsible for any charges you have to pay your old supplier;

(c) Based on individual circumstances, throughout your contract, we may change the amount held as a security deposit in your account. This may be based on a credit assessment and/or any payment history – see [section 9](#) below; and

(d) You can pay using a prepayment meter or use one of our other payment methods if you'd prefer not to give a security deposit.

8.7 If your account is in debt and you don't repay us (including under a deemed contract), or if you don't comply with the conditions for your chosen payment method:

a. We may install a prepayment meter in your property (or switch your smart meter to prepayment mode); and

a. We may notify you and move you to a different tariff for prepayment meters which may mean you pay higher unit prices or standing charges on this different tariff.

8.8 We will not bill you or otherwise seek to recover charges from you for electricity and/or gas which we have supplied to you (including via a prepayment meter), where those charges are older than 12 months old and you have not received a bill for that period. The following will apply to bills, charges and payments:

a. We will issue bills based on the consumption we reasonably believe you have used

a. We will not issue an original bill for consumption greater than 12 months old

a. We reserve the right to recalculate a bill previously issued in circumstances where we receive

a. Additional information it was unreasonable for us to hold before; these recalculations may cover consumption used greater than 12 months in the past

a. You are responsible for paying the charges until the contract ends and any outstanding charges once the contract ends.

8.9 The charges referred to in section 8.8 will take into consideration any payments you have already made.

8.10 Section 8.8 will not apply where you have acted unlawfully or unreasonably.

8.11 If a payment is made to your account which we believe to be fraudulent or has been made erroneously:

a. We may debit your account with any processing fee charged by the merchant processor, as set out in our Energy Charges lists ([https://www.eversmartenergy.co.uk/assets/pdf/eversmart\\_charge\\_list.pdf](https://www.eversmartenergy.co.uk/assets/pdf/eversmart_charge_list.pdf)):

(b) We may debit your account with the amount that has been fraudulently or erroneously credited to the account; and

(c) We can decide whether to:

a. require payment of the debt immediately; or

(ii) allow you to repay the debt in daily instalments.

## **9. Credit checks and sharing your information**

9.1 Before we enter into the contract with you, and during your contract with us, we look at any information on you that we have, and we may share your personal information with credit reference agencies and/or fraud prevention agencies.

9.2 We reserve the right to apply for information on all named customers on an account. If you have named another person on your account, you must make sure they know we may perform a credit check on them.

9.3 Information supplied to us may be used to:

(a) Verify your identity;

(b) Make decisions on credit and credit-related services that we may provide to you, your partner, or other members of your household or your business (including the appropriate payment method);

(c) Use scoring methods to assess your application and help us choose what plan and payment method is right for you;

(d) Prevent crime, fraud and money laundering;

a. Check the operation of your credit-related accounts.

(f) Manage your personal, your partner's and/or business (if you have one) credit or

credit-related account or other facilities by the credit reference agency;

(g) Trace your whereabouts and recover debts that you owe; and

(h) Undertake statistical analysis and testing, which could include personal details and your energy use. This could be used to create personal profiles see our privacy policy [here](#)

9.4 Information supplied to us will stay on your credit checking history (a footprint) whether you join us or not. It may also affect your credit rating.

9.5 Based on your credit check, we may ask you for a security deposit or to pay via prepayment meter.

9.6 If you fail to pay us any money you owe, this information may be passed to credit reference agencies and/or fraud prevention agencies. The credit reference agencies keep records for six years after:

(a) Your account has been closed;

(b) You pay the debt; or

(c) Someone takes action against you to recover the debt.

9.7 Your data will **not** be used to create a blacklist.

9.8 You can contact the credit reference agencies currently operating in the UK – their current details are below. The information they hold may not be the same, so it is worth contacting them all. They will charge you a small statutory fee.

(a) Call Credit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414;

(b) Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 010 0583 or log on to <https://www.econsumer.equifax.co.uk/consumer/uk/showmyequifax.ehtml>; or

(c) Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to <http://www.experian.co.uk>.

## **10. Payments and charges – additional charges**

10.1 From time to time you may need to pay additional charges relating to the following:

(a) Testing the accuracy of your meter. We'll tell you what this amount is at the time, and we'll provide a breakdown of the costs if you ask us for one. If the National Measurement Office decides that the meter is operating outside the statutory limits, we'll refund the amount outside the statutory limit to you;

(b) Repairing or replacing your metering equipment (see [section 6](#) above);

(c) Changing the position of a meter at your property; (d)

disconnecting or reconnecting your supply;

(e) Replacing payment cards or keys, if you have a prepayment meter;

(f) Charges we are required to pass on to our customers by law or regulation, or regulatory authority (such as Ofgem); and

(g) Any reasonable costs we incur (including administration costs) because you failed to meet the terms and conditions of this contract.

10.2 Please see our Energy Charges lists for further details of our current charges here (<https://www.eversmartenergy.co.uk/energy-charge-list>)

## **11. Payments and charges – late payments**

11.1 If you're having trouble paying your bill, you should contact us immediately to discuss ways to save money and the payment methods available to you.

11.2 Call us on 0330 102 7901. Calls will be charged at your usual rate. You can also visit our website for more contact options [here](#)

11.3 If you don't pay your bill on time (including under a deemed contract):

(a) We can add the amount of your debt to your next bill or if you have a prepayment meter, we can deduct a contribution towards your debt from any top-ups you make;

(b) If your payment method is Direct Debit, we can charge you for the first missed payment and for each missed payment after that;

(c) You must pay us any bank charges that we have to pay because of cancelled or failed payments;

(d) We can install prepayment meters at your property under a warrant from the Magistrates' Court (or the Sheriff Court in Scotland) without your permission;

(e) We can temporarily suspend or permanently disconnect the supply under warrant (if necessary) from the Magistrates' Court (or the Sheriff Court in Scotland) without your permission;

(f) We can charge you interest at 4% per year above the current Bank of England base rate, which will be charged on the overdue amount you owe until you pay the overdue amount plus interest; and

(g) We may install a prepayment meter and move you to a different tariff – see section 8.7 above for details.

11.4 Please see our energy charge list for further details of our charges.

## **12. Payments and charges – refunds**

12.1 If you would like a refund, our refund policy will apply. This includes you having to submit your meter readings first if you don't have a smart meter.

12.2 Where we accept your request for a refund, you'll usually get your refund within seven working days of your request being accepted, unless we've arranged something else with you. We'll pay it into the bank account you use for your Direct Debit unless you ask us to pay it into another account.

12.3 If you're switching away from us, either from a variable plan, at the end of a fixed plan, part way through a fixed plan, or from a deemed contract, you'll receive a refund (if you are in credit and a refund is due) once we've received meter readings from your new supplier and sent you your last bill.

### **13. Eversmart Family Saver Club**

13.1 The terms and conditions set out in this clause 13 apply to the **Eversmart Family Saver Club** (but only the Family Saver Club), in addition to our standard terms and conditions which are set out in the remainder of this contract.

13.2 The Eversmart Family Saver Club allows for interest to be paid on credit balances for customers who pay for their estimated annual consumption (EAC) upfront and continue on supply thereafter. Interest is payable on credit balances unless we change or withdraw it under section 13.6.

(a) A one-off card payment will be used to take the initial quoted amount which will be made up of your property's estimated annual consumption (EAC). If a credit or debit card is not available to be used a cheque, bank transfer or one-off direct debit may be used instead.

(b) if you are an existing Eversmart customer on one of our credit tariffs your current direct debit will be cancelled with immediate effect.

(c) You will be billed monthly for the term of the agreement on your actual or estimated consumption. The bill value will automatically be debited from your credit balance each month. Your interest will then be calculated and put into your interest account which may be redeemed after 6 months of being on the plan.

(d) We base the initial one-off payment on an estimation of annual consumption. In the event you are using more gas and/or electricity than was estimated when you started the agreement additional payments from you will be required to cover the difference. Your credit balance will be shown on your bill, we will inform you if you need to top up your credit account, and by how much, in the month where additional payments are required. You may top up your account by logging into your account on the web or app portal and using the top up functionality. This will credit your account and you will earn interest on the new balance as set out in 13.2(c). You will also have the option to make remaining payments by Direct Debit but note that no interest will be earned on these payments.

(e) You are responsible for making payments to cover the difference between the initial payment and actual energy used. Where your credit balance drops to a negative balance, and you fail to make additional payments to cover the additional energy used and billed for, this may result in your account entering our arrears process.

(f) At the end of your tariff we will send a final bill, where this bill shows you in debit you must pay the outstanding amount in accordance with clause 7.1.

13.3 The Eversmart Family Saver Club is calculated based on:

(a) the interest rate offered at the point of signing up to the Eversmart Family Saver Club.

(b) the remaining credit balance in your account each month after all charges have been billed. The billing cycle will be run on the last day of each month (anniversary billing will not be allowed on this plan)

(c) the agreed interest will be applied to the credit balance on the last day of each month after a bill has been raised.

(d) Your estimated annual cost of energy (the prevailing contract rate times by your **AQ** (annual quantity of gas i.e. KWH of gas consumed) and your **EAC** (estimated annual consumption of power i.e. KWH of power consumed) will be validated from your last years' worth of usage. If you're an existing customer, we will have this information. If you are a new customer, we will receive this from your old supplier.

13.4 We'll calculate the Eversmart Family Saver Club interest and will automatically allocate it to your 'accrued interest' section within your portal.

13.5 You can credit your accrued interest to your credit account after 6 months of the account going live. This can be done in the billing area of the portal when logged in to your account.

13.6 We can change any aspect of the Eversmart Family Saver Club (including its rate and how it's calculated), or stop or withdraw offering it entirely, at any time.

13.7 The maximum credit balance on which you can earn the interest will be your total yearly cost based on your specific **EAC** and **AQ**. Maximum domestic AQ is 73,200 KWH of gas and unrestricted for power.

13.8 You must not make payments into your account just to receive the interest. If we think you're doing this, we may withdraw the offer and refund your credit balance to you.

13.9 You can withdraw your credit balance at any time within the contract. If you need to do this your contract will end and you will be automatically rolled on to our cheapest variable tariff. Likewise, if you choose to go on to a different credit tariff with Eversmart you may choose to keep your balance or redeem your credit balance at any time. The credit balance will be calculated by the issue of an up to date bill and recalculation of the balance. In these circumstances we will waive the termination fee.

13.10 If you switch supplier during the term of your Eversmart Family Saver Club contract then you will be liable to pay a £50 exit fee per fuel type, being £50 for gas and £50 for electricity respectively. Once the exit fee has been successfully paid, and we have issued you a final bill in line with clause 7.1, then your credit balance will be returned to you in full to the account you have specified. You will not have to pay us a termination fee if:

(a) you have to end your fixed plan because you have moved to a new house;

(b) you are leaving us after you have received a statement of renewal from us but before your fixed plan ends;

(c) you are leaving us because you do not agree with changes, we've made to your contract under section 19.3;

13.11 If, at the end of your contract, a credit balance remains and you choose another Eversmart tariff, you may request a full or partial refund of the credit balance and use any remaining balance for future energy use.

13.12 What would happen if Eversmart stopped trading? As with anything we are not able to give a 100% guarantee that we will be able deliver a 12-month supply however, we fully intend to do so and do not envisage not being able to. In the event that we were to cease operating as a supplier, it is highly likely that Ofgem, the energy regulator, would appoint a different supplier to supply you. In these circumstances, you may be transferred to a deemed contract with different terms and conditions to the Family Saver Tariff.

## 14. 'Power On'

14.1 The 'Power On' tariff term is eighteen months.

a.As an organization, we understand the serious reality of vulnerability in the energy market and how our actions can have positive or negative impacts on individuals in such circumstances. We are trying to treat all our customers fairly and offer those currently on prepay tariffs a chance to become credit customers and qualify for a more competitive experience in the energy market.

14.2 'Power On' tariff benefits (assuming T&Cs compliance):

a.You have an opportunity to improve your credit rating.

a.You are on fixed rates during Brexit.

a.No more energy down time due to time constraints and top up processes.

(d) You can better manage your money: the same monthly cost from your energy regardless of weather conditions.

14.3 'Power On' tariff disadvantages (assuming T&Cs compliance):

(a) You are fixed for 18 months even if better rates elsewhere do appear. See 14.6 (a,b and c)

14.4 'Power On' tariff disadvantages (assuming T&Cs non-compliance):

(a) Your credit rating could be affected if you miss any payments.

14.5 To safeguard you (the customer) from any financial detriment we will terminate the direct debit, switching the customers back onto prepay if:

a.You fail to keep the first direct debit payment which, will result in your account and meter being changed to a prepayment service, where you will need to top up the meters credit before using energy; You will, however, remain on the same tariff for the remainder of the fixed term.

a.You fail to keep up with two consecutive payments which, may result in your account and meter being changed to a prepayment service, where you will need to top up the

meters credit before using energy; You will, however, remain on the same tariff for the remainder of the fixed term.

a. Any failure to keep a payment on direct debit will result in a payment review with one of our advisors who will seek to review your circumstances and ensure that there is no possible detriment to the customer from being on this tariff. Failure to participate in a payment review will also result in your account and meter being changed to a prepayment service, where you will need to top up the meters credit before using energy; You will, however, remain on the same tariff for the remainder of the fixed term.

6. If you switch supplier during the term of your Eversmart contract then you will be liable to pay a £50 exit fee per fuel type, being £50 for gas and £50 for electricity respectively. You will not have to pay us a termination fee if:

a. You have to end your fixed plan because you have moved to a new home;

a. You are leaving us after you have received a statement of renewal from us but before your fixed plan ends;

a. You are leaving us because you do not agree with changes we've made to your contract under section 19.3;

6. If you are moving from a Pre-Payment tariff you must have a smart meter that we can communicate with or agree to have a new smart meter installed.

## **6. Home Emergency Insurance**

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a. Emergency Boiler Breakdown: Failure of the domestic boiler in your home.

b. Domestic Central Heating: Complete failure of the primary heating system.

c. Alternative Accommodation: Where an insured event renders your home unsafe according to our approved contractor, the cost of alternative accommodation.

d. £4,000 limit per claim.

e. 5 claim limit per annum.

f. Only available to new/renewal credit customers who opt-in during April and May 2019.

6. Not included in your policy:

a. Loss of hot water if there are an alternative means of heating water – e.g. an immersion heater.

b. Any claims which are due to lack of maintenance or wear and tear

c. The repair or replacement of parts if your boiler is deemed to be beyond economic repair.

d. Replacement of water tanks, hot water cylinders or radiators.

e. Any amount exceeding £4000 per claim.

- f.The policy excesses.
- g.More claims than the call out limit.

6.Restrictions on the cover:

- a.You cannot make a claim within the first 14 days of cover.
- b>Your home is located within the United Kingdom; will not be left unoccupied for more than 30 days at any one time.
- c.You are not aware of any faults or problems which are likely to lead to an emergency.
- d.You must ensure that your boiler or gas powered heating or hot water system is maintained to a safe standard.
- e>Your home must not have more than 5 bedrooms

6.You should make sure you understand the terms and conditions of each service; the terms and conditions of each service relate to that service only and cannot be interpreted as applying to the other service.

- a.Name of Service: Home emergency insurance - Home Protect Silver (12 months cover).
- b.Excess fee £95
- c.Annual Value of gifted policy £88.96

6.It is your responsibility to ensure that you meet the eligibility criteria for the home emergency insurance: only available to:

- a.new customers who opt-in during April 2019
- b.renewal credit customers who opt-in during April 2019.
- c.Homes within the UK.
- d.Customer trying to opt-in (not go live) after April 2019 may be subject to different terms and conditions.

6.You must provide full and accurate information to all questions asked. Your answers must be true to the best of your knowledge and belief. Your answers will form part of the statement of facts on which your policy will be based. If you become aware that information you have given us is inaccurate or has changed, you must inform us as soon as possible. Failure to do this may invalidate your policy and claims may not be paid.

6.You must follow our claims process which can be found in your policy documentation

6. Where you do not meet the eligibility criteria for the home emergency insurance, and in the event of a claim where it is noted that you do not meet the eligibility criteria, Eversmart Energy and Eversmart Ltd hold no responsibility for any additional cost incurred.

6. Home emergency insurance renewal documentation will be issued shortly before the policy ends, it is your responsibility to respond to that documentation.

6.If you choose to end a tariff provided with complimentary home protect insurance before the agreed fix term end date, you will be liable to pay a £50 exit fee per fuel type, being £50 for gas and £50 for electricity respectively. Once the exit fee has been successfully paid, and we have issued you a final bill in line with clause 7.1, then your credit balance will be returned to you in full to the account you have specified. You will not have to pay us a termination fee if:

- (a) you have to end your fixed plan because you have moved to a new house;
- (b) you are leaving us after you have received a statement of renewal from us but before your fixed plan ends;
- (c) you are leaving us because you do not agree with changes, we've made to your contract under section 19.3

6. For complaints see clauses 24 or:

- a. If you want to complain about anything else regarding your policy, not related to a claim, please contact Eversmart Limited customer care team via the following details:
- b. 10 Empress Business Park Manchester M16 9EA Tel: 0161 332 0019
- c. Email: [insurance.complaints@eversmartenergy.co.uk](mailto:insurance.complaints@eversmartenergy.co.uk)

6. Policy documentation will be sent once the customer has come on supply, no statutory consumer rights are affected, once a customer is on supply if they leave during the contracted period the boiler cover will remain active until the cover period has ended (12 months from date of issue) terms and conditions apply. Policy and general conditions can be found [here](#)

- a. If you want to cancel your insurance policy:
- b. You can contact us by telephone, email or post.
- c. If you wish to cancel after the 14-day cooling off period, please contact Eversmart Limited.

## 15. Referral Program

15.1 Eversmart refer a friend programme. The referrer is an existing Eversmart customer participating in the programme. Recruit is the person being referred.

15.2 Eversmart refer a friend programme:

- (a) The referrer is an existing customer Eversmart participating in the programme
- (b) Recruit is the person being referred
- (c) Personal Link: A personal URL unique to each Referrer.
- (d) User: Individuals who are accessing or using the Programme either as a Referrer or as a Recruit referred to Eversmart's Services and the use of 'User' or 'you' shall be a reference to either or both as the context permits.
- (e) Reward: The reward amount offered by us under the Programme. The Reward will vary by campaign. The active Reward for a Referrer is shown on their personal refer a friend dashboard page.
- (f) Sign Up Date: The date the Recruit informs Eversmart on the website, that they want to switch their energy supply to Eversmart.
- (g) Switch Date: The date Eversmart starts to supply electricity or electricity and gas to the Recruit.

### 15.3 Programme eligibility and deliver

a. The Referrer and Recruit will each receive a Reward when the Recruit successfully switches their energy supply to Eversmart, subject to these conditions.

a. The Programme is open to Referrers and Recruits who are residents of the UK. Over 18s only.

a. The Recruit agrees that their first name, annual saving on the energy bill, and annual CO2 saving may be shared with the referrer.

a. Referrers must be existing Eversmart members. Recruits must not have already signed up to Eversmart or be an existing member, already supply with Eversmart, or a member of Eversmart in the preceding 12 months, under any email address or alias.

a. The Recruit must use the Referrer's Personal Link to switch energy supply to Eversmart on [eversmartenergy.co.uk](https://eversmartenergy.co.uk). Referrals claimed retrospectively are not eligible and will not be rewarded. Eversmart is not responsible for failure to issue Rewards resulting from an incorrectly quoted Personal Link.

a. A Referrer or a Recruit will not receive more than one reward per property. If the Recruit cancels their agreement with Eversmart before the Switch Date, this will result in the cancellation of the Referrer's Reward and the Recruit's Reward.

a. The Referrer will be notified by email once a Recruit has signed up, on the Sign-Up Date, and again when the Reward has been earned.

a. Rewards will be delivered to the Referrer and the Recruit as credit into their account on the switch date. This is usually 21 days after the Sign-Up Date.

a. Users may offer additional reward to recruits as long as it is clear that the additional reward is entirely the responsibility of the User and not their responsibility of Eversmart.

a. Rewards can be transferred between other Eversmart energy members under our Volt scheme but may not be auctioned, traded, bartered or sold. Upon termination of the Programme or any portion thereof for any reason, or upon cancellation of a User's Eversmart account for any reason, any unredeemed Rewards accumulated by the User are forfeited. Rewards that have been added as a credit to the User's account is considered redeemed and will be refunded to the User on termination of a User's Eversmart account.

a. Every Reward advertised on Eversmart's website will be subject to this Agreement. In addition, the Reward will be subject to any specific or bespoke terms notified to you at the time you register for the Programme.

### 15.4 Promotion of Personal Links

(a) Personal Links should only be used by individuals for personal and non-commercial purposes.

(b) You must make it clear when referring a friend that it is a personal recommendation and that you do not represent Eversmart or any Eversmart employee when promoting your personal link.

(c) We have a no tolerance spam policy.

(d) If a Referrer provides a Personal Link to a Recruit by email, the email must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members.

(e) By submitting an email address to Eversmart, the Referrer represents that he/she has prior consent.

(f) Bulk email distribution, distribution to strangers, or any other promotion of a Personal Link in a manner that would constitute or appear to constitute unsolicited commercial email or "spam" is expressly prohibited.

(g) No paid advertising of Personal Links is allowed across any search engines or social media platform.

(h) Each User is the actual sender of the emails and must comply with applicable law. A user who does not comply with the law, including anti-spam laws, shall indemnify Eversmart against any liabilities, costs and expenses it incurs as a result of such spam.

(i) Personal Links may not be posted or shared on review platforms such as, but not limited to Trustpilot and Google reviews. This is to protect the integrity of reviews.

(j) Personal Links may not be posted or shared in reply to Eversmart platforms, or Eversmart profiles on other platforms. This includes but is not limited to the Eversmart Community, and Eversmart social media pages. This is to ensure that the platforms remain a place for their intended content and discussions.

(k) As an exception to 14.4.j Personal Links may be shared on Eversmart platforms when it is in direct response to a non-Eversmart member requesting a Personal Link

## 15.5 Further Obligations

(a) Users are responsible for any tax implications resulting from receiving a Reward.

## 15.6 Eversmart Programme discretion

(a) Eversmart reserves the right to verify Referrers and Recruits and require proof of eligibility.

(b) The method by which users may refer shall be at the absolute discretion of Eversmart.

(c) Eversmart has no obligation to monitor the content provided by Users; however, Eversmart may choose to do so and block any email messages, remove any such content, or prohibit any use of the programme.

(d) Eversmart may remove posts shared on our community, social media, or review platforms if they are in breach of these terms.

(e) Eversmart may delay issuing a Reward for the purposes of investigation.

Eversmart may also refuse to verify and process any transaction Eversmart deems, in its sole discretion, to be fraudulent, suspicious, in violation of this Agreement, or believes will impose potential liability on Eversmart, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents.

(f) Any decision by Eversmart in respect of whether or not a User is entitled to a Reward shall be final and binding.

(g) Suspension of the Referral Programme

(h) Eversmart may suspend your rewards account at any time should you be in breach of this Agreement.

(i) If we suspend your rewards account for any reason, we may refuse to provide you with the right to receive any Rewards.

(j) Eversmart may suspend the Programme at any time for any reason.

## **16. Eversmart Foundation**

16.1 If you are an Eversmart Energy customer, you may choose to donate to The Eversmart Foundation as part of this contract. You are not obliged to pay for the foundation.

## **17. Moving to a new house**

17.1 If you're moving house and tell us at least two working days before you move, your contract end date will be the day you give up responsibility (sells / hands keys back to owner).

17.2 Only once we have notification of renounced responsibility from you or from the person who's moved into the property, will we end the contract.

17.3 You are responsible for paying all charges incurred:

a. Up to and including your contract end date, if you've told us you're moving; or

a. When someone else takes responsibility for the supply if you haven't told us you're moving.

17.4 You must give us your new address, so we can send you a final bill and your final meter reading(s), unless you have a smart meter, in which case we will take a final reading from your smart meter remotely. If you don't provide your final meter reading(s) we will use the new occupant's reading or our reasonable estimate to generate your final bill.

17.5 If you ask us to provide a supply at your new home, we'll cancel your existing contract and set up a new contract for your new property, which will take effect in accordance with sections 2,3 and 4

## **18. Cancelling your contract**

18.1 You must email or phone us to cancel your contract, the cancellation will result in you being placed on the cheapest SVT whether you are on a fixed or a variable plan, unless you

are switching to a new supplier, in which case see section 18.8. You could occur exit fees if prematurely cancelling a fixed plan.

18.2 If you switch supplier during the term of your fixed contract (Please see the [table](#) of tariffs with exit fees) then you will be liable to pay a £50 exit fee per fuel type being £50 for gas and £50 for electricity respectively. Once the exit fee has been successfully paid, and we have issued you a final bill in line with clause 7.1, then your credit balance will be returned to you in full to the account you have specified. You will not have to pay us a termination fee if:

a. You have to end your fixed plan because you have moved to a new house;

a. You are leaving us after you have received a statement of renewal from us but before your fixed plan ends;

(c) You are leaving us because you do not agree with changes, we've made to your contract under section 19.3;

18.3 If your fixed plan comes to an end and you do not renew or take action, you'll automatically move onto our cheapest variable plan. This is an Ofgem requirement.

18.4 If you're switching to a new supplier, you don't need to tell us yourself – your new supplier will contact us to cancel your contract on your behalf under Ofgem's rules.

18.5 If you agree to pay by Direct Debit and then cancel your Direct Debit, we can end your contract early. If this happens, we have to move you onto the cheapest variable plan under Ofgem's rules.

18.6 If you have a prepayment meter with outstanding debt and you're switching away from us for any reason, we can object to the switch, unless your new supplier agrees to take on the debt or you pay us within 30 working days of receiving notice that we've blocked your switch. If you're paying by any method other than via a prepayment meter, we can block a switch for any amount of debt.

18.7 If you have outstanding debt and you request to switch to a new provider, we may tell you that we're objecting to the switch request. If you clear this debt within 30 working days, we'll keep your charges the same and allow the switch to happen.

18.8 This section 18 will survive the termination of your contract.

## **19. Changes to your contract**

19.1 We can change your contract at any time.

19.2 We will notify you if any changes are made to your contract and make a copy available to you on our website.

19.3 If we make changes to this contract that are disadvantageous to you, we will give you 30 days' notice to let you know about the changes. If you do not agree with the changes that will be made, you can switch to another supplier or start a new plan with us without paying a termination fee.

19.4 None of the following will constitute a disadvantageous change under [section 19.3](#) above:

- (a) Changing your payment method where your account is in debt;
- (b) Increasing additional charges under [section 10](#);
- (c) Moving you automatically onto a variable plan in accordance with this contract;
- (d) Changing or withdrawing any benefits in accordance with this contract (for example, the loyal family saver club);
- (e) Increasing the VAT, you pay; or
- (f) Making changes to the contract if we are required to do so by Ofgem's rules.

19.5 If you ask us, we can add another person to your contract so that they can administer your account on your behalf. We can't make that person financially responsible for your supply unless they agree to it and they tell us themselves; in which case, this contract is automatically amended to make them a party to it from the date they agreed to become a party.

## **20. Disconnecting the supply**

20.1 We can suspend or disconnect the supply if you haven't paid your bill on time, and we will restart it as soon as possible once the bill has been paid.

20.2 If we have had to suspend or disconnect the supply, we can ask for a security deposit before we restart or reconnect it. For more information about security deposits, see [section 8.6](#)

20.3 If we ask you, you must reimburse us for the cost of suspending or disconnecting the supply, as well as the cost for restarting or reconnecting it.

20.4 We reserve the right to terminate this contract if we believe that you are behaving inappropriately or in violation of applicable laws or regulations - for example, if you are verbally abusive or behave offensively towards our staff.

## **21. Our liability**

21.1 This contract doesn't exclude any liability that we aren't allowed to exclude by law.

21.2 Our liability (including for negligence and breach of statutory duty) is limited to £10,000 for each unconnected event that we're directly responsible for, or £10,000 in total for any connected series of events that we are directly responsible for, and which has caused you loss or damage.

21.3 We aren't liable for any loss or damage (including negligence and breach of statutory duty) that we couldn't reasonably have expected would result from a breach of this contract at the time you entered into it.

21.4 If we're liable for a loss caused by a gas transporter or electricity distributor, our liability (including for negligence and breach of statutory duty) is limited to the amount we're entitled to recover from them on your behalf.

21.5 If we're required or entitled to take action under our gas supply licence, electricity supply licence or any other rules that are binding on us, we won't be in breach of this contract.

21.6 We can't guarantee that the supply will be uninterrupted.

22. Using personal information

22.1 We use your personal information and data in accordance with our privacy policy, which you can find [here](#)

## **23. Emergencies & safety**

23.1 If you have a gas emergency, you must report it on **0800 111 999**.

23.2 If you have an electricity emergency, you must report it to your local electricity distributor by calling **105**

23.3 You must not use the supply in any way that endangers people or property, or that could interrupt the gas supply of any other property.

23.4 You must not tamper in any way with the supply or any equipment including devices that are provided to you in connection with the supply.

23.5 We can restrict the supply if we think you are using it in a way that is unsafe or if we are required to by any legal or another requirement that is binding on us.

## **24. Our complaints procedure and your rights**

24.1 You can submit a complaint in person, in writing or over the phone by

(a) Calling us on 0330 102 7901

(b) Using our email at [complaints@eversmartenergy.co.uk](mailto:complaints@eversmartenergy.co.uk) or going to our [contact us](#) page.

a. Writing to us or visit us at Eversmart Energy, Unit 10 empress business park, M16 9EB

24.2 We will aim to respond to your complaint the same day we receive it. If you're not happy with our response, you can ask for your complaint to be escalated to our internal complaints team, who will be in touch within five working days.

a. Rights according to consumer complaints handling regulations 2008:

a. "resolved complaint" means a consumer complaint in respect of which there remains no outstanding action to be taken by the regulated provider and which has been resolved to the satisfaction of the relevant consumer who made that consumer complaint or on whose behalf that consumer complaint was made.

a. Where customer contact cannot be made the complaint will be not be resolved but paused until contact is made.

a. Offer to provide a copy of the complaints handling procedure to the complainant free of charge.

24.3 If our complaints team doesn't resolve your complaint to your satisfaction, you will receive a final response (called a "deadlock letter"). This will detail what's happened with your complaint and what we've suggested, and give you contact details for the Energy Ombudsman. They're an independent organisation who you can ask to pick things up for you, for free. If they decide that we should do something for you, we legally have to do it (but if they think there's something you should do, you don't have to go with their decision).

a. The Ombudsmen's decision will not result in a complaint being resolved; only when the customer declares they are happy with the regulated providers actions can we close the complaint.

24.4 You can view our Complaints Procedure in the 'Help' section of our website here: <http://help.eversmartenergy.co.uk/complaints/i-want-to-make-a-complaint-what-should-i-do> <https://www.eversmartenergy.co.uk/Helpfaqs> then select energy FAQ and complaints.

24.5 You can also find other useful information on your rights and what we can do to help, including details of the Priority Services Register and how to sign up [here](#)

24.6 You can also get free, independent advice from Citizens Advice so that you know your rights as an energy consumer, including how to get a better deal, to make a complaint, get advice about the quality of your electricity or gas supply, or ask for help if you're struggling to pay your bills. To "Know your rights" visit [www.citizensadvice.org.uk/energy](http://www.citizensadvice.org.uk/energy) for up-to-date information or contact the Citizens Advice consumer service on 03454 04 05 06.

## 25. National Terms of Connection

25.1 Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection where your network operator delivers electricity to or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, contact Energy Networks Association at 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF by post, 0207 706 5137 by phone, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

## 26. Other conditions

26.1 We can transfer any of our rights or obligations under this contract without your permission. However, you must not transfer your rights or obligations under this contract to anyone without our permission.

26.2 If we are unable to continue supplying our customers, Ofgem may give a **Last Resort Supply Direction**. This means that you could be transferred to another supplier, and your supply will not be interrupted.

26.3 If we need to give you a notice for any reason in connection with this contract, we may deliver it by hand or use the postal address and/or email address you have given us most recently:

(a) If we post a notice to you, it will be assumed to have been delivered two working days after it was posted; and

(b) If we deliver notice to you by hand or by email, it will be assumed to have been delivered immediately when it was delivered or sent to the most recent address, we have for you (as applicable).

26.4 These terms and conditions, and any documents explicitly referred to in them are the entire contract between you and us.

26.5 Nothing in this contract affects our legal rights or powers. Nothing in this contract affects any of your statutory rights that can't be excluded by law.

26.6 If any part of this contract is void or unenforceable, the rest of the contract will be unaffected.

26.7 If you choose to be contacted, we may tell you about exciting new products and services from Eversmart Energy and/ and our related businesses in the wider EVERSMART group (or they may contact you directly), including for a reasonable period after you've left Eversmart Energy.

26.8 This contract is governed by the laws of England and Wales if your property is in England or Wales, and in Scotland if your property is in Scotland. If there is any dispute between us, it will be dealt with by the courts of England and Wales if your property is in England or Wales, and by the courts of Scotland if your property is in Scotland.

### **Get help with an energy problem**

*Contact Citizens Advice if you need help with an energy problem - for example with your bills or meters, or if you're struggling to pay for the energy you use. We're the official source of free and independent energy advice and support.*

*Go to [citizensadvice.org.uk/energy](https://citizensadvice.org.uk/energy) or call us on 03454 04 05 06. Calls are charged at your normal rate.*