

Terms and Conditions

1 Definitions

- 1.1 'Services' means providing gas or electricity, or both, to the home.
- 1.2 'Home' means the address you want the energy supplied to.
- 1.3 'Fixed contract' means that the price you pay for each unit of energy will be fixed for the period of your contract (usually 12 months).
- 1.4 'Variable tariff' means that the price you pay for each unit of energy is not guaranteed and may change from time to time as the price of gas and electricity changes in the wholesale market.
- 1.5 'Deemed tariff' means that the price you pay for each unit of energy will always be higher than our variable tariff. This tariff is only used for customers who are not set up on a contract with us (for example, customers moving into a property supplied by us).
- 1.6 'Default tariff' means that the price you pay for each unit of energy will always be higher than our variable tariff. This tariff is only used for customers who do not agree to our terms and conditions.
- 1.7 'The agreement' is the agreement you enter into with us for us to supply the services to the home.

2 Length of agreement

- 2.1 These terms and conditions govern the agreement between you (the customer), and us (Ovo Energy Limited). By entering into the agreement with us you confirm that you:
 - a agree to keep to these terms and conditions; and
 - b live in, or have responsibility for, the home, and that it is connected to mains gas or electricity (or both); and
 - c are a domestic customer.
- 2.2 The agreement will begin on the date that you:
 - a agree over the phone that you want us to supply the services to you;
 - b sign an agreement with one of our representatives;
 - c receive your filled-in application asking for us to supply services to you; or
 - d confirm on our website that you accept these terms and conditions;whichever happens first.
- 2.3 If you have not entered into an agreement for us to supply services, but we already supply the property you live in or have responsibility for, you will be considered to have agreed to these terms and conditions from the time:
 - a you move into the property;
 - b your tenants move out of the property (if you own the property or have responsibility for it); or
 - c you have or take responsibility for the property and begin receiving the services, and from this date you will be supplied under a deemed tariff under clause 5;whichever happens first.
- 2.4 If, within seven days of entering into the agreement with us (the 'cooling off' period), you decide you do not want to receive the

service, you can cancel it from the date the agreement begins, as set out in clause 2.2.

3 Changing supplier

- 3.1 We will ask you for a meter reading about five working days before we begin supplying the services. If you do not or cannot provide us with a reading, you allow us to accept an estimated reading based on previous readings and how much energy you usually use each year.
- 3.2 Unless we agree otherwise with you, we will begin supplying services to the home as soon as possible. We will let you know when we expect this to happen and it may be different for each service under a dual fuel contract. There may be reasons why the date we expect your supply to start could change. This could happen if:
 - your old supplier prevents us from supplying services to the home;
 - the local distributor's system rejects the registration;
 - Ofgem (the organisation responsible for regulating gas and electricity companies) prevents us from supplying the services;or
 - we cannot supply the services for some other reason.
- 3.3 If there is a delay in supplying the services, we will let you know the reason for the delay and the date when you can expect your supply to begin (or the dates, if the supply will start at a different date for each fuel type in a dual fuel contract).
- 3.4 If you have entered into a long-term agreement with another supplier, and end this agreement before its end date, you may have to pay 'termination fees' to end the contract early. You will be responsible for paying any fees or charges in relation to any agreements you have in place with your previous supplier.
- 3.5 If you owe money to a previous supplier, they may object to you starting to get the services from us.
- 3.6 We do not accept liability for you having to pay increased charges with your existing supplier if there is a delay in us taking over the supply for any of the reasons set out in 3.2 above.
- 3.7 We cannot guarantee that the supply to the home will not be interrupted and, when allowed by law, we will not accept liability for any loss or damage caused by an interruption in your supply. If you want to make sure that your supply is never interrupted, you will need to install your own equipment to generate electricity.
- 3.8 When we are processing your registration, if we find out that you use more than the standard domestic limit of gas (73,200 kWh) in your property each year, we have the right to withdraw from this agreement or suggest a different tariff.

4 Prices

- 4.1 Our prices for supplying the services, and other charges which apply under the agreement, are set out in our price list. You can

- find this on our website or you can ask us to send you a copy by post or email.
- 4.2 Your energy statement or bill is based on the amount of gas and electricity we supply, plus a standing charge for each meter, and the following apply.
- We work out the amount of energy we supply in kilowatt hours.
 - The standing charge covers the cost of supplying services to the home. This covers part of the cost of the pipes and power lines that distribute the services.
 - If you have more than one meter, you will be charged a standing charge for each meter.
 - If we find out that you are a large site or large user (a customer who uses more than 73,200 kWh per year), the standing charge will be different from the standard standing charge for domestic customers.
- 4.3 We may also charge you for any reasonable costs we have to pay if you fail to meet the terms and conditions of this agreement. This may include if:
- we need to stop the supply of your services or reconnect you;
 - we need to visit the home because we have not been able to contact you by email, letter or phone;
 - you fail to keep an agreed appointment with us or our agents at the home without contacting us to rearrange it;
 - we need to recover money you owe us; or
 - we need to repair or replace a meter or other equipment that has been interfered or tampered with.
- 4.4 We will add VAT to all our charges at the appropriate rate.
- 4.5 If you are a dual fuel customer who we supply both gas and electricity to, but you agree to another supplier providing either your gas or electricity, we may change the price for the energy we continue to supply to you. This may be a higher price than we charge for dual fuel customers. We will let you know what the price will be within 10 days of you telling us you are changing supplier for some of your energy.
- 4.6 Fixed tariff customers
- You have a contract for us to supply the agreed services to the home, at the agreed prices, for 12 months from the date your supply begins (or the date we start to provide either gas or electricity, whichever starts first, if you are a dual fuel customer and the dates for gas and electricity are different).
 - All prices, start dates and so on will be quoted in your welcome letter.
 - You will pay a termination fee of £30 for each type of fuel if you end the contract early.
 - The price of each unit of energy, as quoted in your welcome letter, is the price we will charge you for the period of your contract.
- 4.7 Variable tariff customers
- The prices quoted in your welcome letter are the prices you will pay at the start of the agreement.
 - If we change our prices, we will confirm this in writing to you at least two weeks before the prices change.
- 4.8 Deemed tariff customers
- The prices quoted on our website are the prices you will pay (unless we change them under clause 5.4).
 - You can stop being a deemed tariff customer at any time, by switching to any of our other available tariffs.
- 4.9 If you do not set up and keep to a monthly Direct Debit, we have the right to ask you to pay for your fuel as you use it (with a prepayment meter). There may be extra charges for this.

5 Deemed tariffs

- 5.1 A deemed tariff will start from the day after you move into or take responsibility for a property following a change of tenancy, or we tell you that we are transferring you onto our deemed tariff because you have failed to keep to our terms and conditions.
- If you take over a tenancy, you must tell us the date the supply became your legal responsibility (that is, the date you became responsible for the property). Also, you must give us meter readings on this date.
 - If you do not tell us the date you became responsible for the supply and give us meter readings as set out in clause 5.1.1 above, we will set the deemed tariff to apply from the day after the date the previous customer for the property ended their supply. The readings we use for the start of the deemed tariff will be the previous customer's final readings.
- 5.2 While you are receiving an electricity or gas supply (or both) under the deemed contract, we will charge you at our deemed contract rates (please ask us if you would like a copy of these).
- 5.3 If within 28 days of starting to receive a supply under the deemed contract you sign a standard or fixed-term contract with us, the agreed contract rates will apply from the date the supply became your legal responsibility.
- 5.4 We may change our charges under a deemed tariff at any time by giving you 30 days' notice.
- 5.5 If we provide your supply through a smart electricity or gas meter (or both), you may have to pay extra charges to reflect the higher costs of providing this type of meter. These extra costs will apply during the deemed tariff period and you cannot claim them back if you decide you no longer want a smart meter.
- ## 6 Billing and payment
- 6.1 You agree to pay us by Direct Debit in advance each month for the services under the agreement.
- 6.2 If you do not have a current Direct Debit with us, we have the right to move you onto our default tariff. We will tell you this, and the current prices under the default tariff, one week before we put you onto that tariff.
- 6.3 Your Direct Debit payment will be based on the amount of energy we expect you to use for the period of the agreement.
- 6.4 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 it's too high.
- 6.5 We will send you a regular statement showing how much energy you have used. This will also help us when reviewing your Direct Debit payment.
- 6.6 We will not reduce your Direct Debit payments if your account balance is based on estimated readings.
- 6.7 Your statement will be based on actual or estimated meter readings. It would be great if you could provide customer readings to keep your account up to date.
- 6.8 If you would like a refund, you must agree to keep to our refund policy, which you can see at www.ovoenergy.com/refundpolicy.
- 6.9 If you disagree with the amount of your bill, you must pay the amount you do agree with, in line with the agreed payment terms. We will investigate your dispute and will aim to provide a full response within seven days.
- 6.10 If our investigation confirms that your bill is accurate, but you insist that your meter is incorrect, we may test the accuracy of your meter. If your meter is no more than 2.5% fast or 3.5% slow, we will invoice you for all the costs of testing the meter. You can ask us what these costs are.
- 6.11 In certain circumstances, we ask you to pay a security deposit. This may be at the start of the agreement, or later if you do not

pay for the energy you are using in line with this agreement. If you do not provide this security deposit when we ask, we may stop supplying the services to the home.

- 6.12 You agree to pay us for the services we supply to you, and any other charges which may apply under the terms of this agreement, within 30 days of the date of the bill. The registered account holder will be responsible for paying the bills.
- 6.13 You are responsible for making sure you can pay your Direct Debit on time. If you fail to pay a Direct Debit, we will charge you a £25 payment-failure fee. We also have the right to recover from you any other bank charges we have to pay because of cancelled or failed payments. If you continue to miss payments, we will try to contact you by email or phone, and then by letter, before referring the matter to a debt-collection agency.
- 6.14 If you continue not to pay, we can charge you interest at 4% above the Co-operative Bank's standard rate at the time. This will apply from the date the payment became due until you make it.
- 6.15 If you are having trouble paying your bill, you should contact us immediately to discuss ways to save money and the payment options available to you.
- 6.16 If you do not pay your bill within 30 days, as well as our right to charge interest (as set out in clause 6.13), we can also do any or all of the following.
- Install a prepayment meter
 - Ask you to pay a security deposit
 - Charge a payment-failure fee of £25 for each missed payment
 - Disconnect your supply
- 6.17 If you choose to receive your statements on demand, the following will apply.
- You agree to provide meter readings each month (for both gas and electricity, if you are a dual fuel customer) through My Ovo.
 - If we do not receive a reading within a three-month period, we will change your account back to our standard billing.
 - If you ask us to transfer you to our paper billing option, or if we decide to do this, you will go back to our standard billing, as you can only receive your statements on demand if you receive your statements by email or through My Ovo.
 - We will check the meter readings you give us against the information we hold for your meter. If we are not satisfied that your readings are accurate, we have the right to ask for photographic evidence of your meter readings.
 - We will still try to read your meter (or meters) every year. Please let the meter reader into the home to read the meter, as they will also check your meter is safe and working properly. Unless you have a smart meter, we will try to do a meter check once every two years.
 - If we suspend your account (for example, if we don't think your meter reading is accurate or following an erroneous transfer, we may have to suspend your statements and you will no longer be able to receive your statements on demand. (An erroneous transfer is where your supply has been switched to or from a supplier by mistake and without your permission.)
 - If you move to a different supplier, your final statement from us may not be based on an actual reading, as your new supplier will tell us the reading to base the statement on.

7 Changes to the agreement

- 7.1 We may occasionally change the terms of the agreement to take account of matters relating to:
- industry agreements or our supply licence;

- changes in any law, regulations, standards or codes of practice that apply to your supply;
- any order or judgement by the Government or other relevant authority; or
- any changes to transportation or distribution charges. These changes will take effect as soon as we tell you them in writing.

- 7.2 Clause 7.3 does not apply to any price changes arising under clause 7.1, although we will contact you to fully explain the changes.
- 7.3 If we raise our prices or change this agreement in any way that puts you at a financial disadvantage, we will let you know immediately.
- The price rise will not affect your unit price if you are on a fixed tariff contract or you:
 - let us know, within 20 working days of receiving notice about the price rise, that you want to end this agreement;
 - arrange for another supplier to provide your services; and
 - we receive notice from the other supplier within 15 working days of the day you give us notice that you want to end the agreement.
 - Unless you are on a prepayment meter, you must pay off any amount that has been due for more than 28 days, otherwise we have the right to object to any change of supplier, even if that supplier has given us notice that you want to switch to them.
 - If you are supplied through a prepayment meter, you cannot transfer to another supplier under clause 7.3 until the new supplier agrees to accept any debt you owe us.
- 7.4 If you give us permission, we can add another name to the agreement (for example, if another person becomes jointly responsible for paying for the services).

8 Ending or suspending the services

- 8.1 If you do not pay your bills in line with clause 6 above, we may suspend your energy supply until you have paid all amounts you owe us. In this case, we can ask you to:
- pay a security deposit before we reconnect you to the services; and
 - pay our costs for suspending and reconnecting the supply.
- 8.2 We can end this agreement immediately if:
- you fail to meet your responsibilities under this agreement;
 - we no longer hold a valid licence for supplying services to the home; or
 - Ofgem appoints another supplier to provide services to the home.
- 8.3 We can end this agreement at any time by giving you 30 days' notice in writing.

9 Cancellation

- 9.1 Fixed rate contract
- You can cancel this agreement at any time within the first seven days from the date that the agreement started under clause 2.2 without having to pay a cancellation fee.
 - You can change supplier at any time during the agreement, although you will have to pay a termination fee of £30 for each type of fuel, (£60 for dual fuel).
 - You can only change supplier under clause 9.1b above if you do not owe us any charges.
 - If you move home during the contract and receive the services from us at your new home, you will not have to

pay the termination fees, but your existing tariff rates may not be available at your new home.

9.2 Variable and deemed tariff contract

- a You can change supplier at any time during the contract without paying termination fees.
- b You can only change supplier under clause 9.2a above if you do not owe us any charges.

9.3 Moving home

If you need to cancel the agreement because you are changing address, you must give us at least two working days' notice. If you do not give us this notice, the agreement is valid until:

- two working days after the date you told us you were moving; or
- the new owner or tenant receives services at the property; whichever is earlier.

9.4 Other cancellations

- a To cancel the agreement and make sure we don't switch your services to us, you must cancel the agreement within the cooling-off period (the first seven days after the date the agreement starts under clause 2.2).
- b In other circumstances, you must give us 28 days' notice to end this agreement by:
 - arranging for another supplier to take over the supply of your services (they will arrange for your contract with us to be cancelled); or
 - telling us that you no longer need the services.

10 What we are responsible for

10.1 Except where clause 10.3 below says otherwise, as far as is allowed by law, we, the companies in our group, and our employees and agents, will not be responsible to you or anyone else for:

- any loss (including loss of income, business, profits, information, use of services) or damage suffered as a result of us providing, or failing to provide, the services, or as a result of any agreement not being kept to; or
- any losses which arise from events that we could not reasonably expect at the time you entered into this agreement.

10.2 If you suffer any loss or damage which we are liable for by law, we will not pay you more than £10,000 for each event that causes you a loss and which we are responsible for. If there are a number of connected events that cause you loss which we are liable for, we will not pay you more than £10,000 in total.

10.3 If you suffer any loss or damage caused by the gas transporter or the network operator, we will only be responsible to you for the amount we are entitled to recover from them on your behalf.

11 Using personal information

11.1 We will only hold and use information about you for lawful and justifiable business purposes. These may include (but are not limited to):

- confirming your identity when you contact us;
- offering you new services or products from our group of companies;
- asking you to help us improve our service by filling in our customer surveys or questionnaires;
- analysing our customers' behaviour so we can match our services to what our customers want; and
- helping us prevent fraud or loss.

11.2 We may share information we hold about you with other organisations to:

- help prevent fraud;
- keep to any legal or regulatory instructions;
- supply the services you have asked for;
- transfer information if we sell our business; and
- transfer your debt to another organisation, and give them details about you and the debt if you do not pay what you owe us and we feel that we have made all reasonable efforts to get you to pay.

11.3 We may record or monitor any conversations we have with you. We may use this information to develop better policies for customer service and to train our staff and to help settle complaints.

11.4 We may contact your previous supplier for information. This may be about your meter or energy usage. This information can help us estimate your energy bills more accurately.

11.5 In certain circumstances, for example if you have any special needs or health needs and you would like to be on our Priority Services Register, we will record information about your age, health or disability and use it to make sure we provide the best service possible. We may share this information with:

- charities, social services and support organisations, if we believe you cannot make sure the home continues to be supplied with the services;
- other suppliers, if we believe you are considering changing supplier; and
- the gas transporter or network operator.

11.6 We may check your details with one or more credit-checking agencies. If we do this, we will ask your permission before we carry out a credit check.

11.7 You agree that we may transfer any outstanding charges, credit and information in connection with your services from a previous supplier to us or from us to a new supplier.

11.8 If you would like more information on how we handle, use and store your personal information, please read our Privacy Policy, which you can find at www.ovoenergy.com/privacy-policy.

12 Access to your property

12.1 You agree to give your network operator, the gas transporter or other people we have chosen full access to the home at all reasonable times (and at any time in an emergency).

12.2 We may need access to:

- install, remove or service equipment;
- read, inspect or carry out work on your meter;
- disconnect your energy supply; or
- deal with a gas or electrical emergency.

13 Meters

13.1 You have the right to have your own meter installed, either by buying it or hiring it. You also have the right to have that meter read. If you choose to do this, we must be able to support the meter and read the meter. We will not be responsible for repairing or maintaining any meter that we have not installed.

13.2 We will make sure one of our agents reads your meter at least once every two years. If we do not have an actual reading or a customer reading, we will use an estimate based on previous use, or average energy use in similar properties.

13.3 You should take all reasonable steps to make sure your meter is not damaged or interfered with and is kept in a good working order. You may be asked to pay any reasonable costs if we or our agents have to visit the property to repair or replace a meter and

- we find that it was your fault.
- 13.4 You should contact us immediately if you believe that a meter is dangerous.
- 13.5 You may have to pay for any revenue protection visit (if we have had reports that the meter has been tampered with), or any replacement equipment or parts (if your meter has been damaged).
- 13.6 Once you agree to have a smart meter installed, we will make an appointment for our metering agent to carry out the work. If you fail or refuse to let the metering agent into the home at the appointment time, we will add an extra fee to your account for the failed appointment.
- 13.7 If you have a non-standard meter (for example, a gas meter that is bigger than the ones we usually install or a polyphase meter for electricity) at your property, we may add charges to your account to cover the extra costs of providing the meter.
- 13.8 Smart meter customers
- a When you decide to have a smart meter installed you agree to pay the extra monthly charge that we will add to your account.
 - b If you have both a gas supply and an electricity supply at your property, but we only supply one fuel, not both, we have the right to refuse to install a smart meter for the fuel we provide.
 - c If you have registered to receive both gas and electricity from us, but we are only able to install a smart meter for one type of fuel, we will supply the other fuel to you but without the smart meter.
 - d A standard smart meter will include the meter (electricity or gas) and 1m of cable for electricity. We have the right to charge for any extra work needed to replace the meter.
 - e If we cannot install the smart meter because of health and safety issues with the existing supplies (for example, rotten meter board, unsafe electrical wiring and so on) a qualified engineer will need to carry out work to make the area safe before we can install the meter. We will not be responsible for any costs involved.
 - f You must unplug or disconnect all electrical appliances before we install the meter to make sure they are not damaged when we put your electricity supply back on. This may include temporarily disconnecting any alarm system.
 - g If we cannot get the smart meter to work properly, we have the right to re-install the original meter, unless we are carrying out the work as part of a re-certification process. (Electricity meters have a certain lifespan, after which they need to be certified again. The re-certification process effectively means that the existing meter needs to be replaced with a new one.)
 - h We will only add our smart meter charge to your account once we have installed the meter and it is working. The charge will apply from (and including) the date we install the meter.
 - i You must allow our metering agent to come into your property to install a smart meter for us. They will need to temporarily cut off your gas or electricity supply (or both, depending on the type of meter) while they are carrying out the work.
 - j We will make either a morning or an afternoon appointment with you for the work.
 - k You agree that we may charge you a fee if you fail or refuse to let our metering agent into the home during your appointment time.
 - l If you want to have your smart meter removed in the future, you can ask us to do this for you. You will have to

- pay a one-off administration fee.
- m You can tell us that you do not want us to gather information from your meter every half hour. Instead we will only gather one reading a month to bill you accurately.
- 13.9 Repayment meter customers
- a You agree to keep the card provided for each meter safe and not let it get damaged. If your card gets damaged or lost, you must pay a fee for a replacement.
 - b You agree to buy enough credit to cover the energy you use, your standing charges and the debt we are recovering through your meter.
 - c You agree to pay off any debt through your repayment meter. We will take the debt repayments off the credit you add to your account.
 - d Your debt has been put on your repayment meter. You must make the agreed repayments to make sure you pay off the debt. If you do not, we may ask you to pay us the total amount you owe in one payment.
 - e We will replace your existing meter with a repayment meter. Before we do this work you must tell us where your existing meter is and accept that your supply may be disrupted while we are replacing it.
 - f When we are fitting your repayment meter, you must be at the property, even if the meter is outside the home. You must make sure that our engineer can get access to your meter without any obstruction. If our engineer cannot fit your repayment meter because you cancel the appointment or there is no adult at the property, you must pay a fee, which we will add to your debt.
 - g You must put credit on your repayment card only at retailers displaying the official Paypoint logo. There are minimum and maximum amounts of credit you can buy. Those amounts are set out in our code of practice.
 - h If you use up your emergency credit, the minimum amount of credit you can buy to reconnect your supply is £1 more than the emergency credit you have used.
 - i You understand that although we will not disconnect your repayment meter, it will self-disconnect if you do not activate the emergency credit before your credit runs out, or you have used all the emergency credit.
 - j If you move home, you must tell us at least two days before you leave the property. We will then send you a final bill for any amount you owe us.
 - k If we, or our agents, have to carry out any extra work on your supply to fit the repayment meter, before that work is carried out we will agree with you who will be responsible for paying for it.
 - l We will try to make sure that the credit you buy is automatically added to your account. However, if this does not happen, you agree to use the 20-digit code you were given by the retailer to add the credit to the meter.
 - m We will give you 28 days' notice of any changes to our non-disconnect periods. Our non-disconnect periods are set out in our code of practice.
 - n Once you have paid off the debt on your meter or meters, we will not refuse to return your meter to the type you had previously without good reason. This is based on you agreeing to pay for your energy by Direct Debit each month and making those payments.

- o From time to time we will adjust your account to replace the default gas calorific value (the assumed heating power of 1 unit of gas) with actual figures. This can result in your account being in credit or in debit.

14 Emergencies and safety

- 14.1 You should let us know immediately about any suspected gas leak or about damage to your meter. The contact number for emergencies is 0800 111 999.**
- 14.2 You should let your local electricity distributor know if you are aware of any matter or incident that may:
- cause a danger or need urgent attention; or
 - risk the continued operation of the electricity distribution network, for example, a fallen power line.
- 14.3 You must not use the services we supply for any purpose which is likely to risk the health or safety of any person, or damage or interrupt the gas supply of any other property.
- 14.4 If there are safety reasons, we may need to restrict the supply of services.
- 14.5 If we supply gas to the home, and we receive a direction under section 2(1)(b) of the Energy Act 1976 that prohibits or restricts the supply of gas to certain people, you must agree to restrict your use of gas or stop using gas completely. This restriction will stay in force until we tell you otherwise.

15 National Terms of Connection

- 15.1 If we supply you with electricity under this agreement, you are also entering into a standard connection agreement for your electricity with your local electricity network operator (as described in clause 15.2 below). There is no similar agreement for gas.
- 15.2 We are acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this agreement and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties for the connection where your network operator delivers electricity to, or accepts electricity from, the home or business. If you want a copy of the NTC or have any questions about it, please write to:

Energy Networks Association

6th Floor

Dean Bradley House

52 Horseferry Road

London

SW1P 2AF.

Phone: 0207 706 5137

Website: www.connectionterms.co.uk

16 Other conditions which apply

- 16.1 We may transfer any of our rights (including the right to recover unpaid charges) and responsibilities under the agreement, or pay another organisation to carry out any of our responsibilities under the agreement, without your permission.
- 16.2 Your rights and duties under this agreement apply to you. You cannot transfer them to another person without our written permission.
- 16.3 We may have to stop, restrict or suspend the supply of services to the home as a result of an Act of Parliament or any regulation or direction made under it. While that law, regulation or direction is in force, you must not use these services, in line with our instructions.
- 16.4 You agree to any change we have to make to the terms of the

agreement as a result of a change in a licence or an order or decision made by the relevant authority.

- 16.5 All the terms and conditions of the agreement will apply unless we have specifically said otherwise in writing.
- 16.6 If you have to give us notice under the agreement, you must do so by faxing or emailing it to the address or addresses shown on the agreement or on your last statement.
- 16.7 If we have to give you notice under the agreement, we must do so at the address we have for you. If you move, you must give us details of the address you want us to send notices to.
- 16.8 We will assume any notice sent by post has been received two working days after it was sent. Notices delivered by hand will apply immediately when they are delivered.
- 16.9 These terms and conditions, the pricing information and any other documents we have referred to form the whole agreement between you and us.
- 16.10 If we carry out our responsibilities under our energy supply licences or any other relevant laws, it will not break any of the conditions of the agreement.
- 16.11 Nothing in this agreement will affect our rights or powers under our energy supply licences or other relevant laws.
- 16.12 If we are not able to enforce any condition of the agreement, it will not affect the rest of the contract.
- 16.13 The agreement will be governed by the laws of England. If there is any dispute, it will be dealt with by the courts of England.

17 Ovo Interest Reward scheme

- 17.1 When we produce a statement (every month or every three months), if your account is in credit (that is, you have paid for more energy than you have used), we will pay an 'interest reward' to your account.
- 17.2 The interest reward we add to your account is in fact a discount off your future payments.
- 17.3 We will pay the interest reward direct to your customer account. We cannot pay it direct to you.
- 17.4 The rate of reward is 3% of the amount you are in credit by.
- a We may decide to change this rate from time to time.
 - b The rate of reward is not linked to the Bank of England bank rate.
- 17.5 We will work out the interest reward and pay it into your account as and when a statement is produced. The amount will be based on the balance shown in the statement. We cannot adjust the interest reward if we issue a revised statement based on a meter reading you give us. We make every effort to make sure Direct Debits are set at the right level. You can help keep your statements as accurate as possible by providing regular meter readings.
- 17.6 If we discover that a statement contained inaccurate information, we can work out how much we should have paid into your account and, where necessary, reclaim any amount you were not entitled to. If we do this, we'll send you a revised statement.
- 17.7 The Interest Reward scheme is about creating a fairer deal for customers. It's designed to pass on the interest we earn when customers' accounts with us are in credit and to reward people for prepayment. In order to protect the spirit of this scheme, we need to apply the following extra restrictions.
- a In any year we will not pay interest rewards of more than 12 times the monthly Direct Debit amount we have agreed with you.
 - b If you make a significant overpayment into your customer account, then ask for that amount back within six months, we will reclaim any interest reward you have earned from that amount.

- c We can review your monthly Direct Debit at any time.
 - d If you choose to leave us during the term of a fixed contract, we will work out how much interest reward you have received during that contract and add it to the final balance you will need to pay us.
 - e We can withdraw your entitlements under the Interest Reward scheme if we feel you are not using it appropriately.
- 17.8 We will only pay interest rewards into your account during periods when we are supplying you with gas or electricity (or both).
- 17.9 Any overpayment you make is not considered to be a deposit.
- 17.10 We can withdraw the Interest Reward scheme at any time. If we do that, we'll let you know about it.