

Southend Energy's Terms and Conditions

All you need to know about joining Southend Energy

Last updated: July 2018

1. Our contract

- 1.1 This contract is between you and us.
- (a) **You** are the person who has either:
- Signed up to take a **supply** from us.
 - Is taking a supply from us.
 - Is the owner/occupier of property at which a supply is being taken from us.
 - Is the secondary account holder who has agreed to being added to the primary customer's account.
- (b) **We** are OVO Electricity Limited (when we are selling you electricity) or OVO Gas Limited (when we are selling you gas) operating under the Southend Energy brand, a brand name belonging to Southend on Sea Borough Council and licensed by OVO Electricity Limited and OVO Gas Limited. Our address is 1 Rivergate, Temple Quay, Bristol BS1 6ED.

Expressions like **us** or **our** should be read accordingly.

- (c) When supplying gas and/or electricity via a prepayment or any other meter or when you sign up to one of our tariff or plan, we operate under the Southend Energy brand.

- 1.2 When we refer to:
- 1.3 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.
- 1.4 By 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;
- 1.5 By your **property**, we mean the property or premises at which the supply will be made;
- 1.6 By your **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); and
- 1.7 By a **working day**, we mean any day other than a Saturday, a Sunday or a bank holiday in England, Scotland or Wales.
- 1.8 Your contract starts from when we agree to take over your supply, or when you start to take a supply from us, whichever happens first.
- 1.9 You must be over 18 to sign up to this contract.

2. Your promises

You promise that:

- 2.1 You either own or live in the property.
- 2.2 You're allowed to sign up to this contract for the property.
- 2.3 The property is connected to mains gas or electricity, or both (as applicable).
- 2.4 You'll 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 plan and the terms and conditions of that plan will apply instead of this contract.
- 2.5 You'll keep your contact details (including email address and mobile phone number) up to date. We'll use these details to contact you with information about your account, and (if you've opted in to receiving it) to send promotional information.
- 2.6 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 15.8.

3. Our plans and tariffs

- 3.1 Your contract will be for either a **fixed plan** or a **variable plan**.
- 3.2 A fixed plan is one of our fixed term and/or fixed rate plans and the terms for a fixed plan under this contract shall apply. The following terms apply and details of our plans can be found here: <https://www.southendenergy.co.uk>.
 - (a) We won't increase the charges you pay under your contract while you're on a fixed plan unless your contract changes – see section 16.
 - (b) If you're on a fixed plan you can cancel your contract during the **cooling-off period** (the first 14 days) after it starts without being charged a termination fee (see section 15).
 - (c) If you're on a fixed plan we may not allow you to switch to another new fixed plan at Southend Energy until your current contract term ends. Or we may charge you a fee to do so – for example, if after 6 months of your current 1-year fixed plan Southend Energy launches a new fixed plan that you want to switch to.
- 3.3 A variable plan means one of our variable rate plans and the terms for a variable plan under this contract shall apply. Details of our plans can be found here: <https://www.southendenergy.co.uk>.
 - (a) We may increase the charges you pay under a variable plan by providing you with 30 days' advance notice.
 - (b) If you're on a variable plan you can cancel at any time without being charged a termination fee (see section 15).
 - (c) If you're on a variable plan and we stop offering it to new and renewing customers, we may move you onto the cheapest variable plan that's available at the time.

- 3.4 You may be on a **deemed contract**, which means that you're on a contract that you have not actively agreed with us, but exists between you and us automatically because you're taking a supply from us.
- 3.5 You'll be on our cheapest available variable plan for the type of meter you have.
- 3.6 You won't be charged a termination fee if you cancel your contract with us and switch to a different supply.
- 3.7 Your deemed contract will terminate if you sign up to a fixed or variable plan with us, or if you switch to another supplier.
- 3.8 You'll 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 15.10 if you haven't paid all outstanding charges.

4. Switching to Southend 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 that you may have to pay your previous supplier, unless we've expressly agreed to take on those charges from your previous supplier (if this is the case you'll be liable to Southend Energy for those amounts).
- 4.3 We'll make every effort to complete your switch to us and begin supplying your property within 21 calendar days from the date we tell your previous supplier that we're taking over your supply – although this could be delayed because of reasons beyond our control.
- 4.4 We'll let you know when we expect your switch to happen. However, the start date we give you is an estimate only, and may be changed for reasons beyond our control.
- 4.5 We can also change the start date for the supply 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.
 - (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.

5. What happens at the end of your fixed plan

- 5.1 We'll 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. This will tell you what options are 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'll 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 have to do this under the rules of the energy regulator, Ofgem.

- 5.4 If you're 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 3.3 above for further details.
- 5.5 If you ask for a new fixed plan and we change the price of that fixed plan before your new contract starts, we'll honour the lower charges if you ask us to before the 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 into 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

- 6.1 Your meter will be either a **credit meter** or a **prepayment meter**.

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

Prepayment meter means a meter that has to be topped up in advance in order 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're responsible for ensuring that your property has an appropriate credit meter or prepayment meter installed – and that it meets the following requirements:
 - (a) It's capable of measuring the energy supplied to your property.
 - (b) Maintenance and legal compliance checks are carried out for all pipes, equipment, wires, and other fittings.
 - (c) It's suitable and meets industry standards for safety and accuracy.
- 6.3 You're 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 other issue with your metering equipment, you must tell us immediately.
- 6.5 We're 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 agree to use best endeavours to gain 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). The only exception is 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 that prevent 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) – but we we'll notify you before this happens.
 - (c) We may use information from it to work out your bill, monitor your energy use, and offer you appropriate plans and other products.
 - (d) You won't remove any equipment given to you (such as an in-home display unit) without our consent.

7. Payments and charges – general

- 7.1 You're responsible for paying us for the supply until your contract with us ends. You're also responsible for paying any outstanding charges or debts that you've accrued and which remain outstanding after your contract ends with us (unless your new supplier has agreed to take them on).
- 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 applied to your fixed plan on the date you signed up.
 - (d) If you're on a variable plan, the charges that applied to your variable plan for the period in which you consumed the gas/electricity.
 - (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, estimated meter readings (using 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 (currently 5% for energy usage, 20% for any other charges).

8. Payments and charges – your payment method

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

(a) **Direct Debit** (available to 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** (available to prepayment meter customers) – see section 8.4 below for details.

(c) **Standard credit** (available to credit meter customers), which means paying in arrears by cash, cheque, or postal order.

8.2 By signing up to or switching to one of our fixed plans or variable plans for credit meters, or being under a deemed contract with a credit meter, you're 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.

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

(c) We'll carry any debit or credit balance forward to the next month's bill.

(d) You must give us an up-to-date meter reading at least every 90 days (unless you have a smart meter and we receive readings automatically).

(e) Your monthly Direct Debit amount 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.

(f) We aim to review your Direct Debit at least twice a year, to make sure you're paying enough to cover the energy you use. We'll also offer to reduce your Direct Debit if we think you're paying too much.

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

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 are required to have a prepayment meter. You're also agreeing by default to pay via your prepayment meter even though 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're not eligible to pay by your preferred method. If you're eligible to pay by standard credit, your bill is due on the date 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 separately from our money but mixed in with other customers' security deposits. The following terms will apply to taking security deposits:

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

- (b) Your contract with us won't come into effect until we've received the security deposit in full. We may refuse to start the supply until the security deposit is paid, or we may stop your supply if we have to use the security deposit to pay one of your bills. If the start date of your supply is delayed because you haven't paid the security deposit, we aren't responsible for any charges you have to pay your old supplier.
 - (c) Based on individual circumstances, we may change the amount held as a security deposit in your account throughout your contract. This decision may be based on a credit assessment and/or payment history – see section 9 below.
 - (d) You can pay using a prepayment meter or one of our other payment methods if you'd rather not give a security deposit.
- 8.7 If your account's 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/or
 - (b) We may notify you and move you to a different plan for prepayment meters which may mean you pay higher unit prices or standing charges on this different plan.
- 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.
- 8.9 Section 8.8 will not apply where you have acted unlawfully or unreasonably.
- 8.10 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 list, available from <https://www.ovoenergy.com/communities-energy-charge-list>.
 - (b) We may debit your account with the amount that's been fraudulently or erroneously credited to the account.
 - (c) We can decide whether to:
 - (i) Require payment of the debt immediately.
 - (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 may share your personal information with credit reference agencies and/or fraud prevention agencies. For more information on how we conduct credit checks, please see [credit meter guide to credit checks](#) or the [prepayment meter guide to credit checks here](#).
- 9.2 We reserve the right to apply for information on all customers. If you've named another person on your Southend Energy 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.
 - (e) 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.
 - (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 for more information: <https://www.boostpower.co.uk/privacy-policy> (for prepayment customers) and <https://www.ovoenergy.com/privacy-policy> (for all other customers)).
- 9.4 This request will stay on your credit checking history (a footprint), whether you join Southend Energy 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 6 years after:
- (a) Your account has been closed;
 - (b) You pay the debt.
 - (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 to find out what kind of information they hold about you – their current details are below. The information they hold may not be the same so it's worth contacting them all. They'll charge you a small statutory fee.
- CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414.
 - 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>.
 - 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. And, if the

National Measurement Office decides that the meter is operating outside the statutory limits, we'll refund the payment to you.

- (b) Repairing or replacing your metering equipment under 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're required to pass on to our customers by law or regulation, or a regulatory authority (such as Ofgem).
- (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 list for further details of our charges (available from <https://www.ovoenergy.com/communities-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 7516 if you have a prepayment meter or on 0330 102 7515 if you don't. You can also visit our website for more contact options:

- (a) <https://www.boostpower.co.uk/contact> if you have a prepayment meter.
- (b) <https://www.ovoenergy.com/contact> if you pay monthly.
- (c) For more information about the help available to you, visit: <http://www.ovoenergy.com/guides/energy-guides/energy-debt.html> (if you pay monthly), or <https://www.boostpower.co.uk/help/topics/how-to-save-money/energy-debt> (if you have a prepayment meter)

11.3 If you don't pay your bill on time:

- (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 warrant from the Magistrates' Court (or 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 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.

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

11.4 Please see our Energy Charges list for further details of our charges (available from <https://www.ovoenergy.com/communities-energy-charge-list>).

12. Payments and charges – refunds

- 12.1 If you'd like a refund, our refund policy (<https://www.ovoenergy.com/refund-policy>) will apply. This includes you having to submit your meter readings first if you don't have a smart meter.
- 12.2 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, you'll receive a refund once we've received meter readings from your new supplier and sent you your last bill.

13. Interest Reward

- 13.1 The Interest Reward is only available to Direct Debit customers for as long as they're on supply. It's not available to prepayment meter customers.
- 13.2 The Interest Reward is calculated monthly as 3% per year, using the amount of any credit left in your account after you've paid your bill, and the number of days you're in credit in the relevant month. The remaining amount is prorated for the number of days in that month. For more information, see <https://www.ovoenergy.com/communities-energy-charge-list>.
- 13.3 We'll calculate the Interest Reward whenever we produce your bill and will automatically credit it to your account. However, if we issue a new or revised bill (e.g. after you've submitted an updated meter reading) we can't add the Interest Reward for any credit that might result from the new bill.
- 13.4 We can change any aspect of the Interest Reward (including its rate and how it's calculated), or stop or withdraw offering it entirely, at any time.
- 13.5 The maximum credit balance on which you can earn the Interest Reward is stated in our Energy Charges List. For more information, see <https://www.ovoenergy.com/communities-energy-charge-list>.
- 13.6 The Interest Reward is part of your energy contract. You must not make payments into your account just to receive the Interest Reward.
- 13.7 If we think you're making payments into your account just to receive the Interest Reward, we'll refund the extra amounts to you and we may withhold payment of the Interest Reward on those amounts.

14. Moving house

- 14.1 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 move out.
- 14.2 If you tell us after you've moved, or once we hear from the person who's moved into the property, your contract end date will be two working days after you tell us or we hear from the new occupier.
- 14.3 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.
 - (b) When someone else takes responsibility for the supply, if you haven't told us you're moving.
- 14.4 You must give us your final meter reading(s) and your new address so we can send you a final bill unless you have a smart meter, in which case we'll take a final reading from your smart meter remotely. If you don't provide your final meter reading(s) we'll use the new occupant's reading or our reasonable estimate to generate your final bill.
- 14.5 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.

15. Cancelling your contract

- 15.1 You must email or phone us to cancel your contract, whether it's a fixed plan or a variable plan – unless you're switching to a new supplier, in which case see section 15.8.
- 15.2 This section 15 explains when you may need to pay us a termination fee for each fuel you receive from us (gas/electricity) as part of the supply. For details of our current termination fee, please see our Energy Charges list (available from <https://www.ovoenergy.com/communities-energy-charge-list>).
- 15.3 We'll always tell you if a termination fee applies to a plan you're switching to.
- 15.4 If you leave us after the cooling-off period of your fixed plan contract, we may charge a termination fee (unless we told you that we wouldn't do so in your welcome pack).
- 15.5 You don't have to pay us a termination fee if:
 - (a) You have to end your fixed plan contract because you've moved house.
 - (b) You're leaving us after you've received a statement of renewal from us but before your fixed plan contract ends.
 - (c) You're leaving us because you don't agree with changes we've made to your contract under section 16.3.
 - (d) You're on a variable plan.
 - (e) You're moving from one variable plan to another plan.
- 15.6 Other than the situations set out above, we reserve the right to charge a termination fee, which includes moving away from a fixed plan. In this case we'll decide whether or not to allow the move (see section 3.2(c)) or whether to charge a termination fee.
- 15.7 If your fixed plan comes to an end and you don't renew or take action, you'll automatically move onto our cheapest variable plan. This is an Ofgem requirement.
- 15.8 If you're switching to a new supplier, you don't need to tell us. Your new supplier will contact us to cancel your contract on your behalf under Ofgem's rules.

- 15.9 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.
- 15.10 If you're switching away from us for any reason and you have a prepayment meter, we can object to the switch if you owe us more than £500 – 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.
- 15.11 If you have outstanding debt and you request to switch to a new provider, we may tell you 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.
- 15.12 This section 15 will survive termination of your contract.

16. Changes to your contract

- 16.1 We can change your contract at any time.
- 16.2 We'll notify you if any changes are made to your contract and make a copy available to you on our website.
- 16.3 If we make changes to this contract that are to your disadvantage, we'll give you 30 days' notice to let you know about the changes. If you don't agree with the changes, you can switch to another supplier or start a new plan with us without paying a termination fee.
- 16.4 None of the following will constitute a disadvantageous change under section 16.3 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 Interest Reward).
 - (e) Increasing the VAT you pay.
 - (f) Making changes to the contract if we're required by Ofgem's rules to make them.
- 16.5 If you ask us, we can add another person to your contract so they can manage your account on your behalf. However, 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.

17. Disconnecting the supply

- 17.1 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.

- 17.2 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.
- 17.3 If we ask you, you must repay us for the cost of suspending or disconnecting the supply, as well as the cost for restarting or reconnecting it.
- 17.4 We reserve the right to terminate this contract if we believe that you're behaving inappropriately or in violation of applicable laws or regulations. For example, if you're verbally abusive or behave offensively towards our staff.

18. Our liability

- 18.1 This contract only excludes liabilities that we're allowed to exclude by law.
- 18.2 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're directly responsible for, and which has caused you loss or damage.
- 18.3 If you breach this contract we won't be liable for any resulting losses or damage (including negligence and breach of statutory duty) that we couldn't reasonably have foreseen happening at the time you entered into it.
- 18.4 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.
- 18.5 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.
- 18.6 We can't guarantee that the supply will be uninterrupted.

19. Using personal information

- 19.1 We use your personal information and data in accordance with our privacy policy, which you can find here www.boostpower.co.uk/privacy-policy (for prepayment meter customers) or here <http://www.ovoenergy.com/privacy-policy/> (for all other customers).
- 19.2 We may share your personal data with Southend on Sea Borough Council so that Southend on Sea Borough Council can inform you of community-based services that may be of interest to you, including debt advisory services or local community initiatives. If you don't want us to share your data, please let us know by emailing hello@southendenergy.co.uk.

20. Emergencies & safety

- 20.1 If you have a gas emergency, you must report it on 0800 111 999.

- 20.2 If you have an electricity emergency, you must report it to your local electricity distributor – their contact details are here:
<https://www.southendenergy.co.uk/in-an-emergency>.
- 20.3 You mustn't use the supply in any way that endangers people or property, or that could interrupt the gas supply of any other property.
- 20.4 You mustn't tamper in any way with the supply or any equipment including devices that are provided to you in connection with the supply.
- 20.5 We can restrict the supply if we think you're using it in a way that's unsafe. Or if we're bound to by any legal, or other, requirement.

21. Our complaints procedure and your rights

- 21.1 You can submit a complaint in person, in writing or over the phone by:
- (a) Calling us on 0330 102 7515 if you pay for your energy monthly;
 - (b) Calling us on 0330 102 7516 if you have a prepayment meter;
 - (c) Using our online web form at:
<https://www.southendenergy.co.uk/help-and-info/complaints-form>; or
 - (d) Writing to us or visiting us at: Southend Energy c/o OVO Energy, 1 Rivergate, Temple Quay, Bristol, BS1 6ED.
- 21.2 We'll 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 5 working days.
- 21.3 If our complaints team doesn't resolve your complaint to your satisfaction, you'll 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 can 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).
- 21.4 You can view our complaints procedure here:
<https://www.southendenergy.co.uk/complaints-procedure> in the 'Help' section of our website: www.southendenergy.co.uk.
- 21.5 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 in our Southend Energy Guides: <https://www.Southendenergy.co.uk/help-and-info/FAQs/Guides>.
- 21.6 It's easy to get free, independent advice so that you know your rights as an energy consumer. You might want to get a better deal, find out how 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. Visit the "Know your rights" section of www.citizensadvice.org.uk/energy for up-to-date information or contact the Citizens Advice consumer service on 03454 04 05 06.

22. National Terms of Connection

22.1 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, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF. You can also phone 0207 706 5137, or see the website at www.connectionterms.co.uk.

23. Other conditions

- 23.1 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.
- 23.2 If we're 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 won't be interrupted.
- 23.3 If we need to give you a notice in connection with this contract, we may deliver it by hand or use the postal address and/or email address you've given us most recently.
- 23.4 If we post a notice to you, it will be assumed to have been delivered 2 working days after it was posted.
- 23.5 If we deliver a 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).
- 23.6 These terms and conditions, and any documents explicitly referred to in them, are the entire contract between you and us.
- 23.7 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.
- 23.8 If any part of this contract is void or unenforceable, the rest of the contract will be unaffected.
- 23.9 If you choose to be contacted, we may tell you about exciting new products and services from OVO Energy and/or Boost and our related businesses in the wider OVO group (or they may contact you directly), including for a reasonable period after you've left OVO Energy or Boost.
- 23.10 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's any dispute between us, it'll be dealt with by the courts of England and Wales if your property is England or Wales, and by the courts of Scotland if your property is in Scotland.