

Your Terms and Conditions

DEFINITIONS

'charges' - our charges for supplying energy, including any Levies or charges which apply. If you **do not pay as agreed, your charges may increase.**

Please see clauses 4.5 and 4.6 for details.

'distributor' - the companies licensed to deliver energy to your premises.

'energy' - residential gas or electricity (or both) and all related services.

'exceptions' - the conditions set out in Standard Licence Condition 14A.2 of our gas and electricity supply licence;

Or we don't have the information needed despite taking reasonable steps to get it; Or if the supply transfer is prevented by any other circumstance outside of our control where we've taken reasonable steps to deal with the problem.

'metering equipment' - the energy meter, communications devices and other related devices, like key cards or in-home display devices.

'premises' - any part of any land, building or structure you've asked us to supply energy to. **'registered supplier'** - the supplier registered with the local metering point administration service or metering point registration service who is responsible for supplying energy to your premises.

'supply start date' - for each fuel, the date from when we become the registered supplier for your premises.

'supply transfer' - the transferring of responsibility for supplying energy to your premises from another supplier to us, so we can become the registered supplier.

'we', 'us', 'our' - Future Energy Supply Ltd, Registered Office, Future Energy (Supply) Ltd, 2nd Floor, 2 Esh Plaza, Sir Bobby Robson Way, Great Park, Newcastle, NE13 9BA. Company Number 0924 5274 (trading as Future Energy).

1. INTRODUCTION

1.1 This is a contract for us to supply energy to you.

By entering into it you agree to keep to its terms. Please read it carefully so you understand your responsibilities. The standards we must meet in supplying energy to you, are in line with Ofgem's guaranteed Standards of service.

1.2 You are responsible for making sure your premises are connected to all relevant distributors' networks. If the are not currently connected, please contact us on 0800 158 5451 and we'll explain what you need to do.

1.3 Our responsibility to supply your premises (and your responsibility to pay for the supply) begins on the supply start date. From this date and for as long as we're the registered supplier, all energy that passes through your meter or which is supplied to the premises will be treated as being supplied under this contract, even if you have a contract with any other organisation.

1.4 This contract continues until it is ended in line with clause 7. After this time, if you want to receive a further supply, you will need to enter into a new contract with us. Any supply made during any period where there is no contract between us will be governed by our 'deemed terms of supply' published under the Gas Act 1986 and Electricity Act 1989.

1.5 If you are a new customer, we do not currently supply, we'll need to ask for a supply transfer. This will be completed within 21 days after we have given your previous supplier notice, unless:

(a) you tell us to do otherwise; or

(b) one or more of the conditions set out in Standard Licence Condition 14A.2 of our gas or electricity supply licence (known as the 'exceptions') applies (in which case we will contact you to deal with the issue as soon as possible).

2. ACCESS

2.1 You agree to give us, or any person we tell you about, safe, full, free and unrestricted access to your premises and all metering equipment and other fittings used in connection with supplying your premises. If obstructions prevent access, you must remove them and pay any costs involved. We may also charge you if you don't let us know at least 48 hours beforehand if access won't be available at the time of a booked appointment.

2.2 You are responsible for all pipes, equipment, wires and cables, and all other fittings used in connection with supplying energy on your side of the meter and their maintenance and safe condition. (Your side of the meter starts at the point energy leaves your meter after the meter has measured it, and includes your home wiring.) Any energy losses that happen on your side of the meter are your responsibility. If you ask for a meter inspection at your premises, we may charge you.

2.3 You must make sure that your premises have a suitable meter installed that meets relevant industry standards for safety, accuracy and reliability and which is capable of providing all the information we need to provide and measure energy in line with the type of tariff you have chosen. If the premises do not have a satisfactory meter installed or the meter is not in a suitable place, we may replace, reposition or re programme it (for which we may charge you) or we may change your tariff to one that we consider appropriate (which may affect your prices). We will not be responsible for any fault relating to metering equipment we do not own or that has not been provided on our behalf. You should call us if you are not sure if your metering equipment is appropriate.

2.4 If you have a 'smart meter' that we can read without coming to your premises, you agree that:

- (a) it and the in-home display unit must not be removed from the premises without our permission;
- (b) we may use it to remotely monitor the energy you use;
- (c) we may remotely repair and update it, switch it from credit to prepayment or disconnect your supply (or both) and;
- (d) we may use information from it to work out your bill, offer you appropriate tariffs and other products (including via any associated in-home display device) and for any other purposes in line with the information policy.

2.5 You must make sure that all metering equipment is not damaged, stolen or lost and is kept in safe condition. You must tell us immediately if there is any damage or fault to the metering equipment. We may recover any costs we have to pay for replacing or repairing the metering equipment (including any call-out charges), unless the loss or damage is caused by something we have done or failed to do.

2.6 If your contract ends, we may recover any metering equipment we provide to you and you will give us the access we need to do this.

3. ENERGY PRICE, TARIFF FEATURES AND CHARGES

3.1 You agree to pay all charges due under this contract which are not genuinely disputed, even where charges are based on an estimate of your energy use.

3.2 We may at any time (except if you are supplied through a prepayment meter or if it is otherwise not reasonable), ask you for a reasonable deposit (or other form of security) towards the charges (a 'security deposit'). If you don't provide this, we may give you notice to end this contract in line with clause 7. If we decide a security deposit is no longer needed we may use it to pay off any debt you owe us.

3.3 We can charge you any reasonable costs and expenses we have to pay in carrying out our responsibilities to you. This includes any reasonable costs connected with distributors' services, recovering money you owe, and disconnecting or replacing any metering equipment.

3.4 You can ask for up-to-date information on our tariffs and charges which apply, and any other charges we might make for other services. Please phone 0800 158 5451 or visit www.future-energy.com

ENERGY PRICES

3.5 The charges for your tariff are set out in Your Tariff Details which are included as part of your Welcome Pack. The charges which apply to you depend on your supply area, the type of your meter, payment method and the structure of your tariff.

4. CHANGES TO TERMS

4.1 If you choose to switch to another tariff, we can extend your current tariff until your transfer to your new tariff takes place (a 'tariff extension'). We won't apply a tariff extension if you have outstanding charges of 28 days or more on your energy account. If you try to change supplier but have outstanding charges on your energy account, we may contact your new supplier to tell them that we plan to prevent the transfer until you pay off what you owe. If you pay those outstanding charges within 30 working days of our notice objecting to your transfer, you can transfer supplier and we won't apply the change during the transfer period.

OUR RIGHT TO CHANGE TERMS

4.2 We are allowed to change all terms of supply at any time. Any changes will apply from the date we publish them on our website. However if the change puts you at a disadvantage, we'll give you at least 30 days' written notice (a 'variation notice') unless clause 4.5 applies.

4.3 If you do not accept a change to your terms, to prevent us from enforcing it, no later than 20 working days after it is intended to take effect you must either enter a new contract:

- (a) with us for a different product which does not include this term; or
- (b) with another supplier who formally lets us know that they will become your registered supplier within a reasonable period of time. In all other cases the change will take effect on the date we have given.

4.4 If you try to change supplier, as set out in 4.3(b) above, but owe us charges on your account, we may let your new supplier know that we plan to prevent you from transferring until you have paid what you owe. However, if you pay those outstanding charges within 30 working days of our notice objecting to your transfer, you can transfer and we will not apply the change during the transfer period. If you don't pay as you agreed, your charges may change.

4.5 If you have a debt which is still not paid for 28 days or if you fail to keep to any payment scheme we agree with you, we may change your payment method (which could involve changing your meter too). Or we may treat this as you giving us notice to end your contract under clause 7.1. In either case, if you continue to take energy from us this could result in your charges changing. If this happens, we will give you seven working days' notice, explaining what changes will be made and why.

4.6 If you or we end this contract and we continue to be your registered supplier, you may move to our 'deemed contract scheme', which has different prices and terms and conditions.

YOUR RIGHT TO CHANGE TERMS

4.7 You are allowed to change any of the following terms at any time.

(a) Payment method - Your primary payment method will be Direct Debit. We may accept top up payments of cash, cheque or electronic payments at our sole discretion.

(b) Meter type - as long as you have paid all charges due for your energy and your tariff supports your chosen new meter, you may change your current tariff from standard metering to multi-rate as long as its supported by us.

(c) Home move - If you move home and the payment method and meter type of your new home support your existing tariff, you may change the premises being supplied to your new premises. If you decide to do this, you must tell us which fuels you want us to supply at your new premises so that we can apply to become the registered supplier for those fuels.

4.8 To do any of the above you need to ask us. If you do, the changes will apply once we have processed your request. Your charges may change as a result, and you agree to this. You may also have to pay costs associated with changing your meter. We will explain any changes to your charges and any extra costs to you at the time.

TARIFF END

4.9 Standard (Variable) is an 'evergreen' tariff, which means it will continue until we end it. If we do decide not to continue with the Standard (Variable) tariff we will write to you between 42 and 49 days before the end date to inform you, and you can then:

- (a) switch to one of our other tariffs, provided your new tariff is already available or becomes available within 20 working days of the end date. If you do so we'll let you stay on your Standard (Variable) tariff prices until you move onto your new tariff;
- (b) switch to another supplier. As long as they formally let us know within 20 working days of the end date that they will become your registered supplier within a reasonable period, we'll let you stay on your Standard (Variable) tariff prices until your switch goes through; or
- (c) if you don't do (a) or (b), we'll arrange for your energy accounts to be automatically transferred on the end date to the cheapest available evergreen tariff we offer based on your current meter type and payment method. We'll include the prices for that tariff when we write to you.

5. BILLING

5.1 We will give you a bill at least every quarter and a statement at least once a year, but we may send you a bill or statement at any time, or in line with your agreed payment scheme.

5.2 We have the right to estimate your usage if we don't have all the information we need (including any historical energy usage data) to work out the charges you owe us. We'll estimate using information we have about the energy used at the premises. This may take into account adjustments to reflect seasonal changes in use and previous meter readings, the characteristics of your home and household energy use, or price changes.

5.3 If your meter is not read immediately before the supply start date, or we reasonably believe that the reading we have is not accurate, we may estimate the amount of energy supplied during the period beginning with the supply start date and ending with either:

- (a) the date the meter is first correctly read after the date we start supplying you; or
- (b) the date your contract with us ends, whichever is earlier.

5.4 Unless you've chosen paper-based billing, we won't send bills, price alerts or other communications by post, except for certain regulatory communications. Instead we'll make them available online at www.future-energy.com.

If at any time you want to go back to paper-based billing and communications, please contact our Customer Services team on 0800 158 5451.

6. PAYMENT

6.1 You must pay your bill by the due date on the bill (or if a due date is not given within 14 calendar days of the bill date) using the payment method we have agreed with you.

6.2 If you have a debt which is still not paid for 28 days or if you fail to keep to any payment scheme we agree with you, we will treat this as you giving us notice to end your contract with us under clause 7.1.

6.3 We have the right to use or transfer any debts or credits you have on your energy account:

- (a) with a previous supplier to us;
- (b) with us to a new supplier; or
- (c) for other accounts you have with us to pay off any other debt you owe us or our group companies.

6.4 If you are being supplied at premises where levies apply, we'll collect these from you through your bill or statement. You must pay levies charges using the same payment method as you pay for your energy. You cannot choose a different method.

6.5 If you owe us any outstanding charges, and you send us a payment that does not cover these charges, we'll apply it towards whichever debt and in whichever proportions we consider appropriate.

DIRECT DEBITS

6.6 If you pay for your energy by a fixed Direct Debit, we first need to agree the initial fixed amount to cover your yearly energy costs. We'll review this amount within 12 months of the Direct Debit first being set up, and then at least on every anniversary of that date (the 'annual DD review date'). We may carry out a review before your annual DD review date (for example, if we receive a meter reading), but this isn't guaranteed. Unless we decide that it is necessary to do so, we won't review your Direct Debit payment amount if you make additional "one-off" payments to us, and won't necessarily take these payments into account when we do carry out reviews.

6.7 Whenever we review your Direct Debit, we'll estimate the cost of the energy you will use (your 'estimated annual energy cost') up to the date of the next annual DD review date. This will be based on your past energy use, current prices, and any debt or credit on your account. If your Direct Debit needs to change by more than a 'specified (set) percentage' to cover your estimated yearly energy cost, we'll let you know and make the changes. To avoid changing your payments too often, we won't adjust your Direct Debit if it would result in a change of less than the specified (set) percentage.

6.8 If, on the date we review your Direct Debit, your account is in credit we may refund the amount you are in credit by once you've given us your own meter reading. If your account with us is in debt by more than our 'specified debt amount' we will let you know and may take the amount of the debt from your bank account. By choosing to pay by Direct Debit you agree to these payment terms. Allpay Ltd will collect Direct Debits on behalf of Future Energy.

6.9 Apart from where you or we change the way you pay our charges under clause 4.5 or 4.7, if you choose to pay by Direct Debit, you must continue to use that payment method to pay the charges.

DEBT

6.10 If we agree a payment scheme with you, you must pay charges in line with it. If not we can withdraw it and all outstanding charges will then be due in full.

6.11 If you don't pay our bills in the way we've agreed, we can ask you to pay by another method and this may increase the price you pay for your energy (see clause 3.3). If this means we fit a prepayment meter, clause 2 will apply, and you may be responsible for the costs, which we'll tell you about at the time.

6.12 We have the right to charge you interest if you are late paying any debt you owe us. This will be at a yearly rate of 8% above the Bank of England bank lending rate at the relevant time.

6.13 If your contract ends and you do not pay the charges due under the contract within 28 days of it ending, we may transfer to your new supplier the right to recover those charges from you (within certain limits set out in our licence). Equally, in line with the same limits, when your contract begins, your previous supplier may grant us the right to recover any unpaid charges from your contract with them. In these circumstances, you agree that we can collect from you the amount you owe, plus reasonable costs.

7. ENDING YOUR CONTRACT

7.1 From the day after signing up with us, you have a 14-day cooling-off period during which you can cancel this contract at no cost. You can also end this contract with us at any other time by:

(a) asking another supplier to become your registered supplier (your new supplier should then formally contact us and this contract will end when they become your registered supplier); or

(b) giving us notice as set out in clause 6.2. If you do this you will still be responsible for paying our charges for the period we are your registered supplier. If we continue to be your registered supplier after you try to end this contract, unless you agree a different contract, you will move onto our deemed contract scheme.

7.2 If you use your right under clause 4.7(c) and want to stop taking one of the fuels we supply (for example, you go from dual fuel to electricity only) you may do so if:

(a) your new premises do not receive a supply of that fuel (for example, if it is not connected to the distributor's system) and you do not arrange for it to start receiving one. In these cases, this contract will no longer apply to the relevant fuel.

7.3 Unless you use your right under clause 4.7(c), if you change premises you must give us notice so we can end this contract. If not, you will still be legally responsible for the charges at the original premises. After you receive notice, we will have two working days to cancel the contract.

7.4 If you use your right under clause 4.7(c) and we are not already the registered supplier for your new premises, our responsibilities to you under this contract will be suspended from the date you leave your old premises until the date we become the registered supplier of your new premises. The contract will stay in place while it is suspended, and you will still be responsible under it for bills relating to energy used at your old premises up until a new person takes over that responsibility.

7.5 We can end our arrangements with you under this contract by giving you written notice except if we are acting under clause 7.6 (in which case, we do not need to give you any notice).

7.6 We are entitled to end this contract immediately in any of the following circumstances:

(a) You breach any of its terms.

(b) You no longer own, rent or use the premises.

(c) You have any form of bankruptcy or insolvency proceedings brought against you.

(d) We reasonably believe that you have stolen energy or deliberately interfered with any metering equipment.

(e) There is a risk of danger to you or others if we continue the supply.

(f) Circumstances beyond our reasonable control mean we are not able to carry out our duties under this contract (for example, anything any other energy supplier, distributor, or other person does or fails to do).

(g) We are no longer licensed as an energy supplier or are asked to stop supplying you by Ofgem or another industry regulator.

(h) You have chosen to pay by Direct Debit but fail to use that payment method.

7.7 If we're entitled to prevent energy being supplied to you under the contract (including disconnecting your premises) you agree to let us (and our agents) into your premises at all reasonable times to do this.

7.8 Ending your contract will not affect any rights and responsibilities you or we had before the contract ended, which are due to come into force under that contract or to continue after the date it ended.

8. LIMITS TO OUR LEGAL RESPONSIBILITIES

8.1 We are only legally responsible to you as set out in these terms and conditions.

We have no other duty or legal responsibility to you, and all responsibilities, guarantees and any other conditions implied by law or otherwise will not apply, as far as this is allowed by law.

8.2 We will not be legally responsible to you for any event or circumstance beyond our reasonable control.

8.3 We are not legally responsible to you in any way for any indirect or direct loss of income, business or profits, or for any other loss or damage that could not reasonably have been expected at the time we entered into this contract, other than that caused by us acting fraudulently. Also, we will not be legally responsible to you for any loss you suffer as a result of your responsibilities to any other person (however this is caused).

8.4 If we are legally responsible to you under these terms, except as set out in clause 8.5 below, the maximum amount we will accept responsibility for is £10,000 for all incidents that lead to loss or damage (however it happens).

8.5 Nothing in these terms will exclude our legal responsibility for death or personal injury caused by our negligence or legal responsibility resulting from us failing to carry out our legal duty under Part 1 of the Consumer Protection Act 1987 or for fraud.

8.6 This clause applies even after this contract has ended. As far as it excludes or limits our legal responsibility, it takes priority over any other contract term.

9. OTHER CONDITIONS THAT APPLY

9.1 We can transfer all or any of our rights and legal responsibilities under your contract without your permission.

9.2 Your rights and duties under this contract apply only to you and cannot be transferred to any other person without our written permission.

9.3 If we don't enforce any part of this contract at any time, this will not stop us from doing so in the future.

9.4 We may monitor and record calls that you or we make in relation to customer services and telemarketing, to help us improve quality.

9.5 If you need to give us notice under this contract, you must follow our instructions in any related communications on how to provide that notice.

You may communicate any general notices to us in writing to the address shown on your contract, by email to customerrelations@future-energy.com or by phone on 0800 158 5451.

9.6 Unless you have chosen paper billing and given us your preferred postal address, if we need to give you notice under this contract, or if we need to send you any other notices which we are required to send you under our supply licence, you agree that we are allowed to send it electronically via 'My Future'. These notices could include: price changes, information about tariffs coming to an end, responses to complaints or questions, and other information about our legal obligations to you. You also agree that we are allowed to send you bills, annual statements, and letters about any debt on your account via 'My Future'. We may still send you any of these things by post if we decide to do so.

9.7 These terms and conditions, the contract letter and any other documents we refer to make up the whole contract for the service between you and us.

9.8 We will not break any term of this contract by acting in line with any rights or carrying out any duties under our supply licences or any other relevant industry agreements or laws.

9.9 Nothing in this contract affects our rights under our energy-supply licences or other relevant laws.

9.10 If any term of this contract is found not to be valid or cannot be enforced in full or in part, the rest of the contract will continue to apply as normal.

9.11 The laws of England & Wales apply to each contract with us and any disputes relating to your contract and all non-contractual disputes which relate to the services may only be heard in the English courts.

10. ADVICE AND COMPLAINTS

10.1 If you have concerns we would like to help. To contact our Customer Relations Team (8am - 5pm Monday to Friday) call 0800 158 5451 or email customerrelations@future-energy.com or write to: Customer Relations, Future Energy (Supply) Ltd, 2nd Floor, 2 Esh Plaza, Sir Bobby Robson Way, Great Park, Newcastle, NE13 9BA.

10.2 If you're still not satisfied, you can contact the Ombudsman Services: Energy on 0330 440 1624 (8am to 5pm, Monday to Friday) or visit ombudsman-services.org for a free and independent review. If the Ombudsman finds we have not acted correctly, they will make recommendations on how we can put this right. This might include:

- (a) an apology or explanation;
- (b) compensation; or
- (c) any other relevant action.

Citizens Advice Bureau - Consumer Services also provide impartial advice. You can find our full procedure for handling complaints and information on visiting us is available at future-energy.com

10.3 You can get guidance on your consumer rights from Consumer Advice, whose advice is prepared by the National Consumer Council. If you'd like a copy of the latest version of the Energy Consumer Guidance and Concise Guidance published by the National Consumer Council (Consumer Focus) under the Consumers, Estate Agents and Redress Act 2007, you can find a copy on their website at ncc.org.uk

11. NATIONAL TERMS OF CONNECTION - ELECTRICITY

You accept that under this contract we are acting as your electricity supplier and are acting on behalf of your electricity 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 your network operator uses to deliver electricity to, or accept 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. Or, you can phone 020 7706 5137 or see the website at connectionterms.co.uk

12. SUPPLY CHARACTERISTICS - ELECTRICITY

As required by law, the electricity delivered to your premises through the distribution system will be supplied: (a) if you have a single-phase supply, normally at 230 volts declared alternating voltage, with a permitted range of voltage variation from plus 10% to minus 6%; (b) if you have a three-phase supply, normally at 400 volts nominal alternating voltage, with a permitted range of voltage variation from plus 10% to minus 6%; and at either of the above voltages at a frequency of 50 hertz, with a permitted nominal variation of plus or minus 1%.

13. INFORMATION POLICY

1. We respect your privacy and this information policy explains how we will use your information in connection with supplying energy. By taking services under this contract, you agree to us using and sharing your information in line with this policy.
2. You agree to promptly give us, free of charge, any information we need to do the following.
 - (a) To set up, monitor and manage your account. This includes information needed to carry out our rights and responsibilities under this contract or any relevant agreements and registrations, to transfer your account to another supplier, or to sell any of our businesses.
 - (b) To collect levies from you if relevant.
 - (c) To take a security deposit, carry out credit checks, trace and recover debt, and help prevent fraud and loss. We will use this information to check your details with relevant agencies (for example, relating to preventing fraud and money laundering). If you give us false or inaccurate information or we suspect fraud, we'll record this. We'll also use this information to help make decisions about credit and related services (for example, insurance proposals and claims) for you and members of your household.
 - (d) To help us to improve the way we run any existing and future accounts, services and products and to tell you about improvements and new products and services. This includes information we need to help train our staff, take part in government or industry initiatives (for example, projects to tackle fuel poverty, improve energy efficiency or other social or consumer interests), or create statistics, test computer systems, analyse customer information (including your energy usage on a half-hourly basis and your purchasing information) so we can use it to provide offers or advice to you.
 - (e) To keep to all relevant laws.
3. You agree to us sharing your information with other people or organisations in relation to the purposes we've set out above. This includes sharing your information with anyone you have a joint bank account (for any Direct Debit you have) or joint energy account with. We may also exchange information between any of your energy accounts or any of the companies in our group, and if we need to change agents (for example, meter readers) they may also need to share your details with the agent replacing them.
4. If you have any questions about the information we are holding about you and how we use it, or believe that the information we have about you is wrong or needs to be updated, please call 0800 158 5451 8am to 5pm Monday to Friday.

OUR FUEL MIX

Every year we must publish details of the fuel sources we use to generate our customers' electricity. This information is available on our website at www.future-energy.com