



# terms & conditions

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## Terms & Conditions for Dual Fuel Domestic Properties

### Section 1: Definitions

Contract – these terms and conditions and the Welcome Letter.

Energy – both gas and electricity (as agreed between you and us for the purposes of the Contract).

Licence – our Energy licence granted by Ofgem.

Network – the network of the Network Company.

Network Company – the company licensed by Ofgem to operate the Energy network local to the Property.

Ofgem – the energy regulator for Great Britain.

Payment Method – monthly direct debit. Property – the property identified by you for the purposes of the Contract as the domestic property to which we will supply Energy.

Welcome Letter – means the letter we will send to you (electronically) to confirm the details agreed as part of your application.

we/us /our – Breeze Energy Supply Limited, a company incorporated in England and Wales with company number 09522929

you/your – the person who has agreed to enter into this Contract with us. If more than one person is named on the account then they will each be held jointly liable for any monies outstanding.

### Section 2: Contract

2.1 This Contract is between you and us for the supply of Energy.

2.2 We may transfer our rights and obligations under this Contract to another company. If we do so, your rights will be unaffected. You cannot transfer your rights and obligations under this Contract without our written permission.

2.3 We reserve and maintain our rights set out in electricity or gas legislation and our Energy licence.

2.4 We may need to vary the provisions of this Contract to meet legal and/or regulatory requirements, or as a result of any changes in law or to our Licence or the industry codes. We can make variations from time to time by giving you notice of them.

2.5 If we plan to make any changes to this Contract which will increase the charges or are to your disadvantage, our Licence generally requires us to give you 30 days prior notice of when the changes will take effect. Where this is the case, we will give you at least 30 days prior notice. If you do not accept the changes, you can end this Contract by arranging to switch to a different supplier. If you do this, the changes will not affect you unless your transfer to a new supplier does not take place within six weeks. In that case we reserve the right to implement the new terms with effect from the date previously notified.

2.6 Details of the service quality levels we aim to provide can be found at [www.breezeenergy.co.uk](http://www.breezeenergy.co.uk). Details of our complaints procedure can be found at <http://www.breezeenergy.co.uk/complaints/>

2.7. We will contact you via email 6-7 weeks before your contract is due to come to an end to advise you of the new deals available to you should you wish to stay with Breeze. If you do not choose a new tariff or supplier by the time your contract ends you will be moved onto the tariff you were advised of via email. This tariff will have no exit fees and you will not be tied in to a fixed contract term.

### Section 3: Sign up and transfer of supply to us

3.1 By entering into this Contract you confirm that you own and/or live in the Property or that you are responsible for arranging the Energy supply to the Property. You also confirm that the Property is connected to the Network, and that you will use the Energy only for domestic purposes.

3.2 Subject to Section 3.6, you will have signed up to this Contract by either:

- completing an application over the internet; or
- completing an application over the telephone;

3.3 You have a right to cancel this Contract within 14 days of the date you signed up.

3.4 If we are taking over from another supplier as the supplier of Energy to the Property, we will aim to complete the transfer within 35 days after the expiry of your right to cancel. Under certain circumstances (as prescribed by our Licence) we may not be able to complete the transfer within 35 days. Where this is the case, we will complete the transfer as soon as we can.

3.5 Once we are registered under the industry rules as the supplier of Energy to the Property, we will supply Energy to the Property until this Contract ends or the Energy to the Property starts to be supplied by another supplier

3.6 The Energy legislation provides for a deemed contract to arise between you and us where (i) you own or occupy the Property; (ii) we supply Energy to the Property; and (iii) we do not have a contract with any other person for the supply of Energy to the Property. In those circumstances, this Contract will be your deemed contract for the supply of Energy to the Property, and:

- there will be no Welcome Letter;
- the charges payable by you for the Energy will be as set out on our website [www.breezeenergy.co.uk](http://www.breezeenergy.co.uk);
- the Payment Method will be payment monthly in advance (or by prepayment meter where applicable); and

- this Contract will end where you start to receive a supply of Energy, either from us or from another supplier, under a contract you have agreed with us or the other supplier.

#### **Section 4: Charges**

4.1 The charges payable by you for the Energy will be set out in the Welcome Letter. We may change the charges in accordance with section 2 and our Licence. Up to date information on all applicable charges may be obtained from [www.breezeenergy.co.uk](http://www.breezeenergy.co.uk)

4.2 All charges will be subject to UK tax or duty at the prevailing rates. All quotes given will include tax or duty at the prevailing rates

4.3 Before or after the start of this Contract, we may assess your circumstances (for example, we will look at how likely we think you are able to pay our charges). Depending on the result of our assessment, we may charge different prices or ask you to pay in a certain way, to pay a security deposit or to use certain meter types (for example, a prepayment meter). We will base our decision on information that we hold about you or information you or a credit-reference agency give us.

4.4 If you take, or attempt to take, Energy by interfering with our, or the Network Company's equipment, we may disconnect your Energy supply, calculate how much you owe us, bill you for charges and refer the matter to the appropriate authorities.

#### **Section 5: Billing**

5.1 We will email you a bill or statement setting out the Energy supplied and the charges payable under this Contract (together with any other information required by our Licence).

5.2 All outstanding charges on your account must be paid by you in accordance with the Payment Method set out in your Welcome Letter (or as subsequently changed in accordance with this Contract).

5.3 If you do not pay our charges we reserve the right to carry out one or more of the following actions (subject to compliance with our Licence):

- charge interest at the Bank of England base rate plus 3 percent;
- require you to pay by an alternative Payment Method;
- change the frequency of when your bills are sent;
- ask for a security deposit under section 6;
- take legal action;
- ask debt collection agencies to act on our behalf;
- obtain a warrant to enter the Property;
- fit a prepayment meter at the Property;
- discontinue the supply of Energy to the Property.

5.4 We may also charge you for any costs incurred as a result of your late payment or in connection with recovering money you owe us, including costs incurred in performing any of the above actions.

5.5. You must ensure that you have set up your payments in accordance with the Payment Method set out in accordance with your Welcome Letter in time for your initial and subsequent payments to be taken. The date of your first payment is specified in your Welcome Letter.

5.6. Gas meters measure your consumption either in cubic meters or in cubic feet. The amount of gas you are billed for depends on a number of variables such as calorific value and pipe pressure. We will convert your gas meter read into kWh in accordance with the relevant gas legislation.

5.7. If you are struggling to pay your charges, or your circumstances change affecting your ability to pay, you should let us know. We can help by working out a way to pay your bill in instalments or by giving advice on how to reduce the energy you use.

**5.8. Any credit refunds will be processed within 10 working days.**

5.9. Before a refund can be issued you must ensure you have supplied up-to-date meter readings.

5.10. When requesting a refund of your credit balance you must leave a balance of £75 on the account or, a balance equivalent to your monthly payment amount (whichever is the greater).

5.11. Your account balance and total cleared payments can be found in your online account.

#### **Section 6: Security Deposit**

6.1 If we are concerned about your ability to pay our bills or if you fail to pay your bills in accordance with clause 5, we may ask you to pay a reasonable deposit as security for payment of our bills. You must pay this by the date we give you. We will give you a reasonable time to pay us. We will not ask for a deposit if we install a prepayment meter at your property.

6.2 Title in any security deposit will vest in us, but we will pay you an equal amount after the payment of our final invoice or if we agree that a security deposit is no longer necessary (subject to any amounts deducted by us in settlement of outstanding charges).

#### **Section 7: Metering**

7.1 We will ensure where possible that the meter at the Property is read every year.

7.2 If you have provided a meter reading, we will use this unless we have reason to believe it is inaccurate. If we have not received actual meter reading, we will estimate your bill based on your previous usage. If this is not available, we will use industry averages to estimate your Energy consumption. **Regular monthly bills and statements will only be produced on receipt of actual meter**

**readings from you.** We may estimate your meter reading if your contract is coming to an end and we have not received a meter reading.

7.3 We will use meter readings as proof of your energy usage unless your meter is found to be faulty.

7.4 Either of us can ask for the meter at the Property to be tested by an independent meter examiner. If you ask for a test you may be charged for the test. If the meter is found to be inaccurate, any charges for testing the meter will be refunded. 7.5 If Energy is supplied to the Property through a pre-payment meter, and you use an electronic or token meter, it is your responsibility to make sure you buy enough credit units. You must also keep and look after the plastic card (or other device), keeping it clean, safe and free from damage. If you fail to do this, we may charge you any costs we have to pay to replace them.

7.6 You must not interfere with or damage (or allow others to interfere with or damage) the Energy meter at the Property.

7.7 Where the meter at the Property does not meet the statutory requirements or we have to install a prepayment meter or you request that a prepayment meter is changed to a standard meter, then we may charge you for any work done to your meter.

7.8. You must give meter readings at least every 31 days, to make sure your bills are accurate. If you do not do this, we may switch you to a variable or higher rate tariff or object to you switching away from Breeze.

7.9. If we need to send someone to read it for us, we may ask you to pay a reasonable charge for our time and expense. We will tell you about any charges before doing this.

7.10. If you request for us to carry out work on your meter we will ask you to pay a reasonable charge for our time and expense unless the meter is faulty.

7.11. If you are on the Priority Services Register we can arrange a meter reader to attend on a quarterly basis if you are unable to read the meter and nobody else is able to do so on your behalf. Please note that we are unable to arrange these visits for specific dates. Due to scheduling arrangements, and because we are only allowed to book these appointments when we become your supplier, it is not always possible to arrange this for your opening meter reads.

7.12. Before switching to Breeze, you must inform us if you have solar panels installed. We also require that you inform us before installing solar panels while we are your supplier.

7.13. If you have solar panels and your meter does not have the correct backstop in place to prevent it running backwards, we may charge you to replace it with an appropriate meter so that your energy usage can be accurately billed.

7.14. Breeze are not a part of the Feed-in Tariff (FIT) scheme. If you wish to receive feed-in payments for your solar panels you must approach another supplier who offers a feed in tariff.

### **Section 8: Access to the Property**

8.1 You will ensure that we and the Network Company (or anyone authorised by us or them) is given safe access to your property at reasonable times for all reasonable purposes in connection with the supply of Energy, including without limitation reading, inspecting, maintaining or replacing the meter or other Energy equipment at the Property, or cutting off the Energy supply in accordance with our or their rights under legislation or the industry codes.

8.2 Where reasonably possible (except for meter readings), reasonable advance written notice will be given prior to us exercising these powers of entry. These powers of entry are subject to statutory and regulatory restrictions. Any person authorised by us will carry and produce a duly authenticated document showing his authority.

8.3 Aborted visit charges may be applied to your account if we have arranged for an engineer to visit your property at a specific time and no access is granted.

8.4 We will ensure that any representative that visits your premises on our behalf

- Is a fit and proper person that possesses the necessary skills to perform the required function of the visit
- Can be readily identified as a representative of Breeze
- Uses any password that you have agreed with us
- Is able to inform the customer of a contact point for any help and advice that they may require in relation to the supply of energy.

### **Section 9: Termination**

9.1 We may end this Contract if you have failed to pay our charges under this Contract, you cannot pay your debts, or you have failed a credit check, and

- you have refused our offer to allow you to pay in instalments or to have a prepayment meter fitted; or
- it is not reasonably possible for us to install a prepayment meter.

9.2 If any of the above circumstances apply before the transfer of your supply to us has been completed under the industry codes, we may immediately terminate this Contract in writing, by giving you 7 days' notice of termination.

9.3 This Contract will automatically end if Ofgem requests another supplier to provide Energy to the Property under the supplier of last resort scheme set out in our Licence.

9.4 Where you are selling or leaving the Property, you must give us at least two working days' notice of the date you are leaving, and a final meter reading for the time period you were residing in the property. This Contract will then end on the date so notified. If we do not receive the required information, this Contract will end on the date on which any other person begins to take a supply of Energy at the Property (or, if earlier, at the end of the second working day after you have notified us that you have stopped owning or occupying the Property).

9.5. Your tariff cannot be transferred when you move property.

9.6 You can transfer the Property's supply of Energy to another supplier at any time by giving us notice. If you do not provide us with an accurate meter reading for the end of this Contract, this will be deemed by your new supplier. If you have not supplied meter readings within 28 days, or if your account is in arrears we may stop you switching to another provider.

9.7 You will be liable to pay for the Energy supplied to the Property until such time as this Contract ends. We will aim to send you a final bill within 6 weeks after the end of the contract, but this will be subject to reconciliation if further information subsequently becomes available.

9.8. You must pay all outstanding charges within 14 days of receiving your final bill. **Failure to do so may result in a late payment fee of £30 or us taking one or more of the actions set out in section 5.3 of these terms and conditions.** All credit balances will be processed within 10 working days of receiving your final bill.

9.9. If either your gas or your electricity leaves us on a single-fuel basis your tariff will change to a single fuel tariff.

### **Section 10: Data Protection**

10.1 We will use information we have about you and your account to administer and manage your account. This includes, but is not limited to, billing and providing up to date information on energy efficiency and safety issues. Your records may also be shared with other organisations and used by us and them to recover debt, trace debtors and prevent money laundering or fraud. Under this contract you agree that we may disclose information about you or your supply to those organisations or to others for any purpose in connection to your supply (or cutting-off or transferring your supply), or where we are required to do so under our Licence.

10.2 We will take appropriate measures against unauthorised access to or loss of the information we hold on you.

10.3 If you send us proof of identification, you are entitled to have a copy of the information we hold on you. We may charge an administration fee for this and will notify you in advance if we propose to do so.

10.4. We use GoCardless to process your Direct Debit payments. More information on how GoCardless processes your personal data and your data protection rights, including your right to object, is available at [gocardless.com/legal/privacy/](https://gocardless.com/legal/privacy/)

### **Section 11: Liability**

11.1 We are liable for death or personal injury caused by our negligence, and for any other liabilities that cannot be limited as a matter of law.

11.2 We are responsible for any loss that is a foreseeable consequence of our breach of this Contract, provided that we will not be liable for losses that arise as the result of a matter beyond our reasonable control; or for any consequential loss, loss of income or business.

11.3 The maximum amount of our liability to you under or in connection with this Contract is limited to £1,000,000 in any calendar year for any incident or series of incidents. The limit does not apply to liabilities that cannot be limited as a matter of law.

11.4 The supply of Energy under this Contract will be delivered to the Property by the Network Company. We do not guarantee the supply of Energy to the Property at all times.

11.5 Nothing in this Contract shall limit or affect our rights or powers under our Licence, legislation or at law.

### **Section 13: Electricity**

13.1 This section only applies to the supply of electricity.

13.2 We are acting on behalf of your electricity network operator to make an agreement with you. The arrangement is that you and your electricity network operator both accept the National Terms of Connection and agree to keep to its conditions. When you enter into this contract it may affect your legal rights. The National Terms of Connection sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your premises. You can get a copy of the National Terms of Connection from:

Energy Networks Association,  
6th Floor, Dean Bradley House, 52 Horseferry  
Road, London, SW1P 2AF Phone; 0207 7065100; or  
Website: [www.connectionterms.co.uk](http://www.connectionterms.co.uk)

### **Section 14: General**

14.1 This Contract constitutes the whole and only agreement between you and us relating to the supply of Energy to the Property.

14.2 If the Property is in England or Wales, this Contract shall be governed by the laws of England and Wales and any disputes arising from or in connection with this Contract shall be dealt with by the courts of England and Wales.

If the Property is in Scotland, this Contract shall be governed by Scottish law and any disputes arising from or in connection with this Contract shall be dealt with by the Scottish courts.

14.3 You hereby appoint us as your agent for the purpose of obtaining your supply number or other relevant information from your Network Company. You also authorise us to obtain and use any information your previous supplier has about the supply of Energy to the Property or the meters at the Property.

14.4 If we delay in taking action when you breach this Contract, we will still be entitled to take action to enforce a similar (or any subsequent) breach of this Contract.

14.5 If any part of this Contract is declared invalid by a court or regulatory authority, the validity of the rest of this Contract will not be affected.

14.6 If you believe that there has been an escape of gas at the Property, you must immediately call the Network Company on 0800 111 999 and they will provide any emergency services for which you must allow them access.

14.7 In a gas emergency we or the Network Company may ask you to turn down your gas supply or stop using it all together. In the event of a gas emergency you must follow instructions given to you at the time.

14.8 Our notices to you will be sent to the Property or such other address where you have asked us to send your bills. Your notices to us must be sent to: Breeze Energy Supply Ltd, at Suite 7, Dobson House, Regent Centre, Gosforth, Newcastle upon Tyne, NE3 3PF.