



Terms and Conditions of supply

Version 2.2

Last updated 7 September 2018

1 DEFINITIONS

1.1 The following words, when capitalised, are used in this this terms and conditions document and this is what they mean:

1.1.1 Agent – a company or person who acts on Our behalf;

1.1.2 Competent Authority – any court in England, Scotland or Wales, any local, national or international regulator, inspectorate, minister, ministry or public official of England, Scotland or Wales or of the European Union;

1.1.3 Contract – the Contract between You and Us made up of (i) the application You have either signed, agreed on the telephone or completed online; (ii) any terms and conditions set out in the Welcome Letter; (iii) this terms and conditions document as updated from time to time in accordance with clause 9; (iii) any Price List and (iv) any other terms and conditions which We have confirmed in Writing as applying to You;

1.1.4 Deemed Contract – a contract which is deemed to have automatically been created when We supply Services to Your Property where You have not actively agreed a Contract with Us;

1.1.5 Energy – electricity or gas or both;

1.1.6 Feed-In Tariff – the small-scale low-carbon feed-in tariff scheme introduced under the Energy Act 2008;

1.1.7 Gas transporter – the company which is licensed by the Regulator to transport gas to the Property and operate the gas distribution network for the area in which the Property is situated;

1.1.8 Green Deal - the scheme of that name introduced under the Energy Act 2011;

1.1.9 Mandatory FIT Licensee – a supplier of electricity with 250,000 or more domestic electricity customers;

1.1.10 Meter – a device used for measuring the amount of Energy supplied to a Property, including all associated communications and other equipment;

1.1.11 Network operator – the company which is licensed by the Regulator to deliver electricity to the Property and operate the electricity distribution network for the area in which the Property is situated;

1.1.12 Our, We and Us – in each case means OneSelect Limited (company registration number 09689085), whose registered office address is 7th Floor Reading Bridge House, George Street, Reading, RG1 8LS;

1.1.13 Prepayment Meter – a Prepayment Meter allows You to pay in advance for the Energy You use at the Property. We may install a Prepayment Meter at the Property if You ask us to do so or if We have reached an agreement with You for You to repay an outstanding debt to Us in this way. We may also install a Prepayment Meter at the Property as an alternative to disconnecting Your Energy supply should this be required;

1.1.14 Price List – the details of Our current tariffs, as amended from time to time, which You can find (a) on Our Website; or (b) by calling Us using the details given in clause 3; or (c) on Your bill or Statement of Account;

1.1.15 Property – the Property to which We are supplying Services under this Contract or a Deemed Contract, or to which We will be or have supplied Services under this Contract or a Deemed Contract (as the context requires);

1.1.16 Regulator – the Gas and Electricity Markets Authority established under Section 1 of the Utilities Act 2000 or any other Competent Authority which may replace it;

1.1.17 Security Deposit – an amount of money We may at Our discretion ask You to pay to Us before We supply Services to the Property or continue to supply Services to the Property and which We hold as a deposit. We tend to only request security deposits from very high consuming properties. The amount of any Security Deposit will be reasonable and We will return this to You after six (6) months provided that You make all payments due to Us during that time;

1.1.18 Services – the supply of Energy to You pursuant to this terms and conditions document, together with any maintenance or installation services that (a) We are required to provide to You under this terms and conditions document and (b) We agree to provide to You from time to time;

1.1.19 Smart Meter – a Meter which can remotely send Meter readings to tell Us how much Energy is supplied to a Property and which enables You to better understand Your Energy usage;

1.1.20 Statement of Account – a statement provided to You if You pay for Your Energy in advance by means of a Prepayment Meter or a Smart Meter operating as a Prepayment Meter. This will show Your current credit or debt level and payments made by You over the time period covered by the relevant Statement of Account as well as other helpful information. You will be sent a Statement of Account every six (6) months or every three (3) months if You request this;

1.1.21 Voluntary FIT Licensee – a GB supplier of electricity with fewer than 250,000 domestic electricity customers which has voluntarily chosen to participate in the Feed-In Tariff scheme;

1.1.22 Website – www.oneselect.co.uk;

1.1.23 Welcome Letter – the letter We will send to You (by post or by email) to inform You of the charges payable under the Contract and provide You with other relevant information;

1.1.24 Working Day – any day other than a Saturday, a Sunday, Christmas Day, Good Friday, or a day that is a bank holiday in Great Britain;

1.1.25 You and Your – You, the Customer, with whom We have entered into the Contract or Deemed Contract and other persons at the Property whose usage of Energy You shall be responsible for.

1.2 “Writing” includes emails. When We use the words “Writing” or “Written” in these terms, this includes emails.

1.3 Any words following the terms including, include, in particular, for example or any similar expression are illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 THESE TERMS

2.1 What this terms and conditions document covers. These are the terms and conditions on which We supply the Services to You and which form part of Your Contract or Deemed Contract with Us.

2.2 Why You should read them.

2.2.1 Please read this terms and conditions document carefully as it sets out the terms of Your Contract or Deemed Contract with Us.

2.2.2 This terms and conditions document creates legal rights and obligations and We intend to rely on them.

2.2.3 This terms and conditions document tells You who We are, how We will provide the Services to You, how You and We may change or end the Contract or Deemed Contract, what to do if there is a problem and other important information.

2.2.4 If You have any queries about this terms and conditions document, please contact Us to discuss.

3 INFORMATION ABOUT US AND HOW TO CONTACT US

3.1 Who We are. We are OneSelect Limited, a company registered in England and Wales with company registration number 09689085.

3.2 Our registered office is at 7th Floor Reading Bridge House, George Street, Reading, RG1 8LS.

3.3 Our VAT number is GB 256 3408 05.

3.4 How to contact Us. You can contact Our customer service team by:

3.4.1 telephone on 03332125973;

3.4.2 email at customercare@oneselect.co.uk; or

3.4.3 by writing to Us at 7th Floor Reading Bridge House, George Street, Reading, RG1 8LS.

3.5 How We may contact You. If We have to contact You, We will do so by telephone or by Writing to You at the email address or postal address You provide to Us from time to time.

3.6 Information.

3.6.1 Please contact Us if You would like any information about Your account, Your tariff or ways You can save money.

3.6.2 For example, We will be pleased to provide information about Energy consumption for the Property (including annual consumption information), details of Your current plan / tariff (including the name of Your tariff / plan) or details of Our latest plans and tariffs.

4 PRIORITY SERVICES REGISTER

4.1 We operate and maintain a "Priority Services Register" which provides additional support and assistance free of charge and confidentially to eligible customers.

4.2 If You, or anyone in the Property, is a pensioner, disabled, chronically sick, is vulnerable due to their personal circumstances or has young children, please let Us know so that We can discuss with You whether You are eligible to be added to Our "Priority Services Register".

4.3 Please contact Us for further information about Our Priority Services Register. Our contact details can be found in Clause 3.

5 OUR CONTRACT WITH YOU

5.1 You agree that on entering the Contract or Deemed Contract with Us, You will automatically be confirming to Us that:

5.1.1 You are, or will be on the date on which the Contract or Deemed Contract starts, the owner or occupier of the Property (or that You will otherwise be responsible for the Property);

5.1.2 The Property is connected to mains electricity and/or gas;

5.1.3 You are aged sixteen (16) years or over if the Property is situated in Scotland and eighteen (18) years or over if the Property is situated in England or Wales.

5.2 Your Contract with Us will start when any of the following occur:

- (a) If You apply online, when You click to confirm that you have accepted the Contract;
- (b) We agree over the phone or in person to supply Services to the Property; or
- (c) If We send You a Contract to complete, sign and return, when We receive the completed and signed Contract back from you.

5.3 If You did not enter into a Contract with Us in any of the ways described above, but We are providing Services to the Property, We will treat You as if You have accepted this terms and conditions document and You will be in a Deemed Contract with Us upon the first to occur of:

- (a) Your moving into the Property;
- (b) Your tenants moving out of the Property (if You are the landlord of it); or
- (c) Your becoming responsible for the Property, for example, where the person named on the account with Us has moved out of the Property, but You remain.

5.4 If a Deemed Contract applies to You in accordance with Clause 5.3, We will charge You for the Services You use on the basis of Our variable tariff until You contact Us to discuss Your tariff or switch to another electricity and/or gas supplier. You will be responsible for any other charges associated with that tariff as described in this terms and conditions document. As You will be on a variable tariff, the charges You pay may vary from time to time – You can obtain details of the current charges from Us at any time by contacting Us or via Our Website. Any changes to the unit rates will be notified to You in advance in accordance with Clauses 9.1 and 9.2.

5.5 If You have entered into a Contract with Us in accordance with Clause 5.2, You have a legal right to change Your mind. You have 14 days (the cooling off period) beginning on the day after Your Contract was made to tell Us that You have changed Your mind and want to cancel the Contract between You and Us. You may use the cancellation form attached to this terms and conditions document to notify Us that You wish to cancel, but You do not have to use it if You do not want to. To cancel, You will need to contact Us. You can do this by:

5.5.1 telephone on 03332125973;

5.5.2 email at customer-care@oneselect.co.uk; or

5.5.3 writing to us at 7th Floor Reading Bridge House, George Street, Reading, RG1 8LS.

5.6 Your account number. We will assign You an account number and tell You what it is when We accept Your order. It will help Us if You can tell Us the account number whenever You contact Us.

5.7 You must keep Your account details safe.

5.7.1 When You choose a password or any other piece of security information as part of Our online security procedures, You must treat such information as confidential. You must not disclose it to any third party.

5.7.2 If You know or suspect that anyone other than You knows Your password or any other piece of security information, You must promptly notify Us by email at customer-care@oneselect.co.uk or by telephone on 03332125973.

5.8 Security Deposits and Prepayment Meters.

5.8.1 We will discuss with You at the sign up stage if We will require a Security Deposit from You in respect of Our charges or if We will require You to pay for Our Services via a Prepayment Meter.

5.8.2 After We start to supply Services to You We may require You to provide a Security Deposit or to pay via a Prepayment Meter in the circumstances set out in this terms and conditions document – We will contact You if this situation arises.

6 WHEN WE WILL START SUPPLYING THE SERVICES TO YOU

6.1 Unless You ask Us to start supplying the Services from a later date, We will usually start supplying the Services to You within 21 days from the earliest of:

(a) The day Your “cooling off” period ends (as described in Clause 5.5); or

(b) The date during the “cooling off” period (as described in Clause 5.5) on which We and You agree that We may commence provision of the Services to You.

6.2 It may take Us longer than 21 days to start supplying the Services to You. Here are some examples of things that may delay the supply of Services to You:

6.2.1 The previous supplier to the Property slows the switching process down or prevents Us from taking over the supply of Services;

6.2.2 An event outside of Our control happens, for example, if You do something that prevents Us from taking over the supply of Services;

6.2.3 You do not provide Us with access to the Property which We reasonably require in order to provide the Services (see clause 7 for further details);

6.2.4 You do not give Us information We require within a reasonable time of Us asking You for it, or You give Us incomplete or incorrect information;

6.2.5 OneSelect do not supply gas to those premises that are dependent on supply from off grid gas. Your property must be connected to an LDZ (Local Distribution Zone) or an Independent Gas Transporter.

6.3 We will not be responsible for not supplying the Services or supplying the Services late if Our supply of the Services is delayed as described in Clause 6.2. We will try to contact You to inform You of the delay. If there is a risk of substantial delay, You may contact Us to end the Contract with Us.

6.4 If a gas and / or electricity connection is required to be made to enable Us to provide the Services, any such connection will be made on the date We confirm to You on the phone or in Writing.

7 ACCESS TO THE PROPERTY AND METERS

7.1 Meters

7.1.1 To help make sure Your bills and Statements of Account are accurate We will read, or arrange for Our Agent to read on Our behalf, the Meter(s) at the Property from time to time. You agree to Us or Our Agent reading the Meter(s) at the Property and You give Us and Our Agent permission to do so.

7.1.2 We will ask you to provide meter readings on a monthly basis.

7.1.3 If You do not give Us Meter readings and We cannot take them, We will estimate the Meter readings once We start to supply You with Services.

7.2.1 What to do if You think the Meter(s) is / are not accurate. If You think the Meter(s) at the Property is / are not accurate, please contact Us to tell Us what You think is wrong and why. You can request Us to arrange for the Meter(s) to be tested to ensure they are working properly. If We test the Meter and the test shows the Meter is operating within the statutory limits, You will be required to reimburse Us for the cost of the Meter test – We will confirm the cost of such test to You at the time You make Your request.

7.2.2 Where the test referred to in Clause 7.2.1 shows the Meter is not operating within the statutory limits, We will recalculate Your bills for the period that this was the case as soon as is reasonably practicable. If the Meter was recording more Energy than was used at the Property, then We will refund the excess payment made to You as soon as is reasonably practicable. If the Meter was recording less Energy than was used at the Property, then We will bill You for the underpayment

as soon as is reasonably practicable. You agree to let Us know as soon as is reasonably practicable after You receive this bill if You believe You will have difficulty in paying that bill.

7.3 Access to the property

7.3.1 You agree to give Us, Our employees, Agents, Gas Transporters and Network Operators safe access to the Property and Meter at any time during an emergency and at all reasonable times if We or they need access to it for any reason including:

7.3.1.1 to read the Meter;

7.3.1.2 for any reason to do with the Energy supply to the Property or the Meter, Metering equipment, pipes or wires including, for example, inspecting, repairing, testing, installing or removing the Meter;

7.3.1.3 to change the settings on the Meter;

7.3.1.4 to stop the supply of the Services to the Property;

7.3.1.5 if, after Your Contract or Deemed Contract ends with Us, We want to collect any equipment that belongs to Us or our Agents.

7.3.2 Please make sure that We can access the Meter. Please be aware that if the Meter is obstructed, We may at Our discretion require You to remove the obstructions.

8 YOUR RIGHTS TO MAKE CHANGES

8.1 If You wish to make a change to the terms that apply to You, please contact Us. We will let You know if the change is possible.

8.2 If the change is possible, We will let You know about any changes to the price of the Services, or anything else which would be necessary as a result of Your requested change and ask You to confirm whether You wish to go ahead with the change.

9 OUR RIGHTS TO MAKE CHANGES TO THE SERVICES OR THIS TERMS AND CONDITIONS DOCUMENT

9.1 We may make changes to this terms and conditions document or the Services We provide to You, including changing the prices and/or payment methods, unless We have agreed with You that We will not.

9.2 If We make changes to Your Contract which put You at a disadvantage, or if We raise Your prices, We will give You at least 30 days' notice in Writing to let You know about the changes. We will not make changes to Your Contract or change Your prices for the duration of the Contract if We supply You with Services under a fixed rate plan.

9.3 The changes will not affect You if:

9.3.1 You end Your Contract with Us and then begin a new one with Us within 20 working days of when the change or price rise happened; or

9.3.2 You arrange for another supplier to supply the Services at the Property and the new supplier

tells Us about this arrangement within 20 working days after Our changes have happened. Please note that the new supplier must begin supplying the Services promptly after telling Us You are switching to them. You will be responsible for paying Our charges (without any changes) for Services supplied until the switch to the new supplier takes effect.

9.4 Please note that if You switch supplier, You must pay any outstanding bills or money You owe Us. If You do not, We can stop You from switching to another supplier (see Clause 13.3 for further details). We will tell You if We can stop You from switching and You must pay Us within 30 working days of Our telling You this. If You do not, You will not be able to switch and must accept the change to the Contract or price rise. As an alternative to stopping You from switching, if the value of the outstanding bills that You owe us is £500 or less and if We supply You with Energy by means of a Prepayment Meter for the relevant fuel, You agree that We may transfer the benefit of these unpaid bills to the new supplier so that they may collect the outstanding sums from You, provided that they agree to this.

9.5 This clause 9 does not apply to You if Your price increase results from a change in the way You pay (see Clause 10.11.2 for further details), for example, because You stop paying by Direct Debit. In such a situation, We will still tell you about a price rise, but You will not be able to prevent this taking effect under this clause 9.

9.6 Our plans. You can select one of Our following energy plans:

9.6.1 FLEX plan:

9.6.1.1 With Our FLEX plan, You will be charged for the Services based on a variable unit rate. The unit rates applicable to You will be notified to You during the sign-up process and contained within the Welcome Letter We will send You by letter or email. As You will be on a variable tariff, the charges You pay may be subject to change from time to time – You may obtain details of the current charges from Us at any time by contacting Us.

Any changes to the unit rates will be notified to You in advance in accordance with Clauses 9.1 and 9.2.

9.6.1.2 If You choose Our FLEX plan, You can terminate this tariff immediately at any time without incurring a termination fee by telling Us that You wish to terminate.

9.6.1.3 We can change Your plan by providing You with not less than thirty (30) days' advance notice.

9.6.2 SECURE plan:

9.6.2.1 With Our SECURE plan, You will be charged for the Services based on a fixed unit rate. This rate will be fixed for twelve months.

9.6.2.2 Between 49 and 42 days before Your SECURE plan is due to end, We will send You the new price plan for the new contract period (i.e. the next 12 months).

9.6.2.3 If Your SECURE plan ends and if You have asked Us for a new fixed rate plan, a new contract for the new price plan will come into existence between Us and You on the date that Your old Contract ends. Our terms and conditions document in force at that time will form the basis of the new Contract – We will provide You with a copy of the new terms and conditions document in advance.

9.6.2.4 If Your SECURE plan ends and if You have not asked Us for a new fixed rate plan then, unless the circumstances in Clause 9.3 apply, We will automatically transfer You to the cheapest variable plan available for the meter type installed at the Property and Your payment method until You switch to a new supplier or You start a new fixed rate plan with Us. We are required to do this under the Regulator's rules.

9.6.2.5 If You are transferred to Our cheapest variable plan then, unless the circumstances in Clause 9.3 apply, You may be charged higher unit prices and standing charges, and these charges could change at any time – You will be notified of any such changes. You may obtain details of the current charges from Us at any time by contacting us.

9.7 Discounts and cashback

9.7.1 If You entered into a discount or cashback plan, the following conditions will be applicable:

9.7.1.1 SECURE plan

- (a) The discount per fuel only applies to dual fuel customers. Customers who take gas or electricity only do not qualify.
- (b) The discount will be applied monthly to Your account.
- (c) This plan cannot be used by commercial or business customers.
- (d) This plan cannot be used in combination with any other offers.
- (e) You can only use this plan at one Property.
- (f) If We are of the reasonable opinion that, or We detect that, You have (i) been fraudulent in providing Meter readings or (ii) tampered with a Meter at the Property, in each case (i) and (ii) You will lose the rights to receive the discount.

We reserve the right to move you onto our variable tariff if you do not meet these conditions.

10 PRICE AND PAYMENT

10.1 You are responsible for paying Us for the Services until Your Contract or Deemed Contract with Us ends, and also paying any charges or debts You have accrued which remain outstanding after Your contract ends which have not been taken on by Your new supplier in accordance with Clause 9.4.

10.2 The price for the Services and bills and Statements of Account.

10.2.1 The price of the Services will depend on how much Energy You use and which tariff You are on. Your tariff will be the tariff You selected during the order process, the tariff You asked Us to switch You to (where such a switch is permitted), the tariff You were switched to automatically after the end of a fixed term or the tariff You were switched to by Us because, for example, You did not make payments when required to. Our tariffs are set out in more detail in clause 9 above.

10.2.2 We will calculate the price of the Services by using the rates applicable to Your tariff.

10.2.3 You agree to pay Us for the supply of Energy to the Property and for any other charges that apply (see Clause 10.3 below).

10.3 Additional charges. We may at Our discretion charge You additional charges in the circumstances set out in Clauses 10.4.1 – 10.4.6 inclusive where:

10.4.1 We test the accuracy of the Meter(s) at the Property at Your request in accordance with Clause 7.2.1 and the Meter is found to not be operating within the statutory limits. We will tell You

the amount of the additional charge at the time of Your request and provide You with breakdown of such charges if You ask for one;

10.4.2 We repair or replace the Metering equipment at the Property;

10.4.3 We change the position of a Meter at the Property;

10.4.4 We disconnect or reconnect Your supply of Services;

10.4.5 We are required to or permitted to pass Our costs on to You by law or regulation or as directed by a Competent Authority (for example, the Regulator);

10.4.6 We incur costs (including administration costs) because You do not comply with this terms and conditions document. In such situations, We will pass on the reasonable costs We have incurred.

Where reasonably possible (including in the circumstances set out in Clauses 10.4.1 – 10.4.4) We will notify You in advance of such additional charges.

10.5 We will pass on changes in the rate of VAT. If the applicable rate of VAT changes, We will adjust the rate of VAT that You pay.

10.6 Who is responsible for paying.

10.6.1 You are responsible for paying Our bills. Where there is more than one account holder, all of the account holders together are jointly and severally liable to pay Our bills.

10.6.2 Joint and several liability allows Us to enforce the obligations contained in these terms, in full, against all or any combination of the account holders. This could mean that We claim for money owed to Us against just one account holder, all account holders or any combination of account holders.

10.7 When You must pay and how You must pay.

10.7.1 We accept payment by Direct Debit, cash, BACS and cheque.

10.7.2 You must pay the amount set out in Our bill by the due date set out in Our bill.

10.7.3 If You are having difficulty or will have difficulty paying Our bills, please contact Us so that We can discuss alternative payment methods with You – for example, Prepayment Meters and deductions at source from social security benefits, where you are eligible for this. We will do Our best to agree a solution with You that takes Your personal circumstances into account.

10.8 What to do if You think Our bill is wrong. If You think Your bill is wrong, please contact Us to tell Us what You think is wrong and why. We will review Our records, and if Your bill is wrong, We will reissue Our bill. If Your bill is not wrong, You will be required to pay the full amount set out in the bill unless You wish to formally dispute all or part of that bill. Details of independent organisations able to give You advice and assistance are provided on Our website.

10.9 What happens if Our bills are wrong and You have switched providers.

10.9.1 If, after You have left us, We discover that Our bills were wrong because, for example, You did not give Us the right Meter readings or the estimates We used were incorrect, We will let You know that they were wrong and send You a new bill.

10.9.2 If You owe Us money, You have to pay it by the date shown on the new bill We send You.

10.10 Previous suppliers. You will also be responsible for paying Us any debts You owed to Your previous gas or electricity supplier (or both) that are transferred to Us. In accordance with Clause 9.4.

10.11 What happens if You do not pay Our bills.

10.11.1 By entering into the Contract or Deemed Contract You have agreed to pay for the Services which You use.

10.11.2 If You do not pay for the Services by the due date set out in Our bill, We may at Our discretion complete one of the following

- 1) We can instruct a third-party agency to try and recuperate any debts that are due. We can also apply for a warrant of entry from a Magistrates' Court and install prepayment meters at your property without your permission;
- 2) If a prepayment is not viable we can temporarily suspend or permanently disconnect the supply; under warrant (if necessary) from the Magistrates' Court without your permission;

10.11.3 We will not disconnect the Energy supply to any Property between October and March (inclusive) where We know, or have reason to believe, that anyone living at that Property could be considered to be vulnerable for the purposes of inclusion on Our Priority Services Register.

10.11.4 We may at Our discretion charge You interest at 4% per year above the current Bank of England base rate for any payments that are paid more than 28 days after the date on which they are due, which will be charged on the overdue amount You owe until You pay the overdue amount plus interest.

10.11.5 If Your payment method is Direct Debit, We may at Our discretion charge You for the first missed payment and for each missed payment after that.

10.11.6 If We have to install a Prepayment Meter, We may at Our discretion charge You for Our reasonable costs for doing so which may include, for example, costs of obtaining a warrant to install the Prepayment Meter without Your permission and animal handler costs. Please note that You may have to pay higher charges for Energy through a Prepayment Meter because the tariff You were previously on is not available or because You do not pay by Direct Debit anymore.

10.12 Refunds.

10.12.1 You might build up more credit in Your account in some months than in others. This is because We ask you to pay for Your energy in advance by Direct Debit, and You won't always use the same amount. However, You can always ask for a refund. But it can often be better to keep Your balance in credit.

Two reasons to keep credit in Your account:

- You're saving for winter – building up extra credit in summer can mean no big bills when You use more energy in wintertime.
- If You get a refund and then Your account goes into debt (or looks like it could), We may need to increase Your Direct Debit.

10.12.2 How and when You'll get Your refund:

- You'll usually get Your refund within 10 days of asking.
- We'll pay it into the bank account You use for Your Direct Debit. You'll need to call Us to amend Your Direct Debit before a refund can be paid into a different account.
- If there are any problems, We'll be in touch.

10.12.3 If You're switching to a different energy supplier:

- You don't need to do anything.
- As soon as We've had Your final meter readings from Your new supplier, and We've sent You a final statement, We'll start the refund process, where applicable.
- If Your account is in credit then Your refund will be with You within around 10 days.
- It will be returned to the bank account You used to make Direct Debit payments.

10.12.4 If You're moving to a new home:

- Give Us your closing Meter readings, and the details of whoever's taking over.
- Let Us know Your new details, in case We need to get in touch.
- If Your account is in credit, We'll get a refund to You within 10 days of Your final bill.
- It will be returned to the bank account You used to make Direct Debit payments .

10.13.1 The payment methods available are as follows:

Direct Debit, BACS transfer, cheque and cash. Which means paying for Your Energy supply in advance each month where We set the amount based on Your annual consumption.

10.13.2 Paying by Direct Debit or any above payment method means:

- (a) You must keep Your account in credit by paying for the supply in advance. If You cancel the Direct Debit, We may charge You the additional cost and if this happens more than 2 times in a year, We can switch You to another payment method.
- (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 will 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. We may increase the Direct Debit amount by up to 25% to cover additional energy use in the winter months (October – March inclusive).
- (f) We aim to review Your Direct Debit at least twice a year, to make sure You are paying enough to cover the Energy You use, or to reduce Your Direct Debit if We think You are 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.

10.13.3 By signing up to or switching to one of Our SECURE plans or FLEX plans for Prepayment Meters, or being under a Deemed Contract with a Prepayment Meter, You're required to have a Prepayment Meter installed if one is not already at the Property and You're agreeing by default to pay via Your Prepayment Meter.

10.13.4 We may run a credit check on You and the result of this credit check may mean You are not eligible to pay by Your preferred method unless You agree to pay Us a Security Deposit. If You're eligible to pay by standard credit, Your bill is due on the date shown on that bill and must be paid in full by that date.

10.13.5 If Your account is in debt and You don't repay Us (including under a Deemed Contract), or if You don't comply with the conditions for Your chosen payment method:

(a) We may install a Prepayment Meter in Your Property (or switch Your Smart Meter to prepayment mode).

We may notify You and move You to a different tariff for Prepayment Meters which may mean You pay higher unit prices or standing charges on this different tariff.

10.14 An erroneous transfer is when an energy supplier tries to take over a gas or electricity supply premise in error. As a customer, you're protected by the 'Erroneous Transfer Customer Charter'. OneSelect will be responsible for ensuring that customers are returned to their supplier of choice in line with OneSelect's electricity and gas supply licence conditions (SLCs).

11 REASONS FOR US STOPPING THE SUPPLY OF SERVICES

11.1 We may stop the supply of Energy to the Property if We are:

11.1.1 legally allowed to;

11.1.2 told by the Regulator or another Competent Authority to cease supply; or

11.1.3 permitted by this terms and conditions document to do so. Under this terms and conditions document, We can stop the supply of Energy to the Property for a number of reasons, including:

11.1.3.1 Where a situation has occurred which is beyond Our control and it prevents Us from supplying You with Services. In such a situation We will attempt to restore the supply if it is reasonable for Us to do so;

11.1.3.2 Where We have asked You to pay a Security Deposit or to have a Prepayment Meter installed, but You have refused to do so;

11.1.3.3 The supply of services has been stopped by Us, the Gas Transporter, the Network Operator or any Competent Authority (including the Regulator) and the terms of the licence granted to Us by the Regulator mean We are not required to reconnect or continue to supply the Property;

11.1.3.7 We are told by the Regulator, the Gas Transporter or the Network Operator to stop supplying the Property;

11.1.3.8 The licence granted to Us by the Regulator or any law relating to the supply of Services to You requires Us to or allows Us to legally stop supplying the Property.

11.1.3.9 Disconnection of the Energy supply to the Property will always be treated as a last resort and We will only do this after We have exhausted all other options available to Us. Where We do this, We will provide You with seven (7) days' advance Written notice.

12 YOUR RIGHTS TO END THE CONTRACT

12.1 Your rights to end the Contract will depend on the reason why You want to end the Contract, whether there is anything wrong with the Services You are receiving and when You decide to end the Contract:

12.1.1 Moving Properties

12.1.1.1 If You are (i) selling the Property or (ii) You are moving out of the Property which We are supplying Services to and You do not want Us to supply Services at Your new Property, You need to tell Us before You complete Your sale of the Property or You move out of the Property by giving Us at least two (2) Working Days' notice;

12.1.1.2 If You tell Us at least two (2) Working Days before You (i) complete Your sale of the Property or (ii) You move out of the Property, Your Contract will come to an end on the day You complete your sale of the Property or You move out of the Property (unless You still own the Property and no one else has taken over responsibility for it, for example, where a new tenant has not moved in);

12.1.1.3 If You fail to give Us at least two (2) Working Days' notice, Your Contract will continue until (i) You give Us two (2) Working Days' notice that You have completed Your sale of the Property or that You have moved out of the Property or (ii) someone else takes responsibility for the Energy at the Property (whichever happens first). You will remain liable under the Contract (including in relation to payment of all charges) until this occurs;

12.1.1.4 You are required to give Us Your final Meter readings when You move out of the Property. If You do not provide the readings You may incur extra costs.

12.1.2 Ending the Contract because of a change We are making.

12.1.2.1 You can end the Contract as a result of a change to the Contract or a price rise which We have notified You about without being affected by that change or price rise, provided You are permitted to do so in accordance with these terms (see clause 9 for further details).

12.1.3 Ending the Contract because You change Your mind.

12.1.3.1 You may be able to end this Contract if you change your mind – please see Clause 5.5 for details.

12.1.4 In all other cases

12.1.4.1 You can end the Contract in accordance with the rules of the energy plan you are on (see clause 13 for further details).

13 HOW TO END THE CONTRACT WITH US

13.1 Your final bill. If You end the Contract or Deemed Contract for any reason after We have provided Services to You, We will calculate Our final bill and send it to You within six weeks of Your Contract or Deemed Contract ending or You moving to a new supplier (whichever happens first). If

we ask You for a Meter reading, You must provide it to Us. If You do not, or You give Us an inaccurate reading, You might have to pay the difference between the reading You gave Us or the one We estimated and the next Meter reading.

13.2 Stopping You switching to a new supplier.

13.3.1 We can stop You switching to a new supplier if You do not pay Us for all of the Energy You have used and any other money You owe Us in accordance with this terms and conditions document.

13.3.2 If We take the decision to stop You switching to a different supplier, We will contact You to explain why and what You need to do for the switch to go ahead.

14 OUR RIGHTS TO END THE CONTRACT

14.1 We may end the Contract or Deemed Contract immediately by notifying You if:

14.1.1 The Regulator tells another supplier to supply Energy to the Property – in such circumstances We are only permitted to end the Contract or Deemed Contract in respect of the fuel that the Regulator has told another supplier to supply – for example, if We are supplying gas and electricity to the Property and the Regulator has told another supplier to supply gas to that Property, We may end the Contract or Deemed Contract in respect of the supply of gas to the Property, but We will continue to supply the electricity to the Property (subject to the conditions set out in this terms and conditions document);

14.1.2 We lose Our licence to supply the Property;

14.1.3 You breach any of the terms of the Contract or Deemed Contract and the breach is serious enough for Us to decide to terminate the Contract or Deemed Contract, for example, if You have tampered with a Meter at the Property.

14.1.4 We are unable to supply electricity to the Property because the Property is a “Green Deal” Property. In such circumstances, the Contract or Deemed Contract would remain in force in respect of any gas that We supply to the Property or which We are due to commence supplying to the Property (as appropriate).

14.2 We can end Your Contract or Deemed Contract in any circumstances by giving You at least twenty-eight (28) days’ notice.

15 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

15.1 We are responsible to You for foreseeable loss and damage caused by Us (subject to Clauses 15.3 – 15.7 inclusive). If We fail to comply with these terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breaking the Contract or Deemed Contract or Our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract or Deemed Contract was made, both We and You knew it might happen, for example, if You discussed it with Us during the sales process.

15.2 When We are liable for damage to the property. If We are providing Services in the Property, We will make good any damage to the Property caused by Us while doing so. However, We are not responsible for the cost of repairing any pre-existing faults or damage to the Property that We discover while providing the Services.

15.3 We limit Our liability under these terms. Our maximum liability to You per claim or series of connected claims, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these terms or the supply of Services shall be limited to £10,000 (ten thousand pounds). Claims are considered connected when they arise from the same event or situation.

15.4 Where the Gas Transporter or Network Operator caused You damage. If We are liable for loss or damage caused by a Gas Transporter or Network Operator, Our liability (including for negligence and breach of statutory duty) is limited to the amount We are entitled to recover from them on Your behalf.

15.5 We are not liable for business losses. We only supply Energy for domestic use. If You use the Services for any commercial or business purpose We will have no liability to You for any loss of profit, loss of goodwill, loss of contracts, loss of business, business interruption, or loss of business opportunity.

15.6 We do not guarantee that the supply of Services will be uninterrupted.

15.7 We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees or Agents; and for acting fraudulently.

16 HOW WE MAY USE YOUR PERSONAL INFORMATION

16.1 How We will use Your personal information. We will use the personal information You provide to Us in accordance with our Privacy Policy and GDPR . Our privacy policy can be viewed at www.oneselect.co.uk/privacy. This also tells You what personal data We hold, the purposes for which We hold and process it, who You can contact if You have any queries, with whom Your personal data may be shared and also explains Your data subject access rights. For example, We may use Your personal information:

16.1.1 to supply Our Services to You including liaising with the Gas Transporter and Network Operator and sharing Your personal information with them as required (for example if You or anyone at the Property is on Our Priority Services Register or if We know or believe that You or anyone at the Property needs advance notice of any disruption to supply of the Services at the Property due to chronic illness or disability);

16.1.2 to liaise with third party suppliers if You are switching to them;

16.1.3 if You are registered on Our Priority Services Register, (details of which can be found at www.oneselect.co.uk/terms) to provide You with the extra services and support which You require;

16.1.4 as required by law or any standards, codes or licence conditions to which We are subject in connection with Our supply of the Services. For example, this may include sharing Your personal information with the Regulator and any other Competent Authority;

16.1.5 to verify Your identity when You make enquiries by phone, email or letter. Phone calls may be monitored to ensure We're meeting Our legal and regulatory requirements and for staff training purposes;

16.1.6 for market and statistical analysis;

16.1.7 for demonstrating and testing computer systems;

16.1.8 to contact You in any way (including by email or phone) with up to date information on products and special offers from Us, Our Agents and affiliates with whom We have a partnership. We will only contact You for the purposes of this Clause 16.1.8 where We have Your specific consent to do so.

16.2 We may pass Your personal information to credit reference and fraud prevention agencies and We and they may keep a record of any search that they do.

16.3 We may use Your personal information to help detect and prevent the theft of Energy, including the sharing of such personal information with any third party appointed by a Competent Authority for this purpose.

17 OUR COMPLAINTS PROCEDURE

17.1 We hope that You do not have a complaint about Our services, but if You do, We would like to hear from You to help Us improve.

17.2 If You have a complaint, please contact Us by:

17.2.1 telephone on 03332125973;

17.2.2 email at customercare@oneselect.co.uk; or

17.2.3 by writing to Us at 7th Floor Reading Bridge House, George Street, Reading, RG1 8LS.

17.3 We will aim to respond to Your complaint as soon as possible. If You are not happy with Our response, You can ask for the complaint to be escalated to Our internal complaints team.

17.4 If i) We have not resolved Your complaint to Your satisfaction within 8 weeks or ii) Our complaints team does not resolve Your complaint to Your satisfaction and has sent you a final response or deadlock letter (this will detail what has happened with Your complaint, what We have suggested is done to resolve it, and give You contact details for the Energy Ombudsman) You can complain to the Energy Ombudsman (www.ombudsman-services.org/energy).

17.5 The Energy Ombudsman is an independent organisation which You can ask to review the complaint for You. This service is free to You. We are legally required to follow any decision of the Energy Ombudsman relating to Us, although You are not bound by any decision of the Energy Ombudsman.

17.6 If You would like further information on how We deal with complaints, please refer to Our complaints handling policy which can be found at: <https://www.oneselect.co.uk/unhappy/>

17.7 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 for free independent legal advice in relation to Your Energy supply (including advice on switching supplier) or if You are struggling to pay Your bills.

18 NATIONAL TERMS OF CONNECTION (FOR ELECTRICITY CUSTOMERS ONLY)

18.1 Your supplier is acting on behalf of Your Electricity Network Operator to make an agreement with You. The agreement is that You and Your Electricity Network Operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the date 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 at which Your Electricity Network Operator delivers electricity to, or accepts electricity from, Your home or business. In the case of some non-domestic sites, as further described in the NTC, the NTC provides for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your Electricity Network Operator will be able to tell You whether or not site-specific connection terms exist.

18.2 If You want to know the identity of Your Electricity Network Operator or 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.

19 OTHER IMPORTANT TERMS

19.1 We may transfer Our rights and obligations under the Contract to another organisation. We will always give You not less than thirty (30) days' notice in Writing if this is going to happen and We will ensure that the transfer will not affect Your rights under the Contract. If You are unhappy with the proposed transfer, You may contact Us to end your Contract with Us.

19.2 You need Our consent to transfer Your rights to someone else. You may only transfer Your rights or your obligations under the Contract to another person if We agree to this in Writing. We may not agree if, for example, We do not think the person You wish to transfer Your rights and obligations to can comply with Your obligations under the Contract.

19.3 Nobody else has any rights under the Contract. The Contract is between You and Us. Except as described in Clause 19.1, no other person shall have any rights to enforce any of the terms of the Contract.

19.4 If a court finds part of the Contract illegal, the rest will continue in force. Each of the clauses of this terms and conditions document operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

19.5 Even if We delay in enforcing the Contract, We can still enforce it later. If We do not insist immediately that You do anything You are required to do under the Contract, or if We delay in taking steps against You in respect of your breaking the Contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date. For example, if You miss a payment and We do not chase You but We continue to supply Services, We can still require You to make the payment at a later date.

19.6 Which laws apply to these terms and where You may bring legal proceedings.

19.6.1 These terms are governed by the laws of England and Wales for the supply of Services in England and Wales and by the laws of Scotland for the supply of Services in Scotland.

19.6.2 Where the Property is in England and Wales, any disputes shall be dealt with by the English courts. Where the Property is in Scotland, any disputes shall be dealt with by the Scottish courts.

20 FIT LICENSEE, WARM HOME DISCOUNT AND ECO

20.1 OneSelect is neither a Mandatory FIT Licensee nor a Voluntary FIT Licensee.

20.2 OneSelect does not yet offer Warm Home Discount.

20.3 OneSelect is not part of the ECO (Energy Company Obligation) scheme.

21 SMART METERS

21.1 This clause 21 will only apply if there is a Smart Meter at the Property and the Smart Meter is compatible with Our systems.

21.2 You recognise and agree that the Smart Meter and display unit both belong to Us or Our Agents. The display unit is separate from the Smart Meter, but is linked to the Smart Meter and will be installed in the Property. The display unit will not work with another Smart Meter, so You agree that if You move out of the Property You will leave the display unit behind.

21.3 You agree to let Us use the Smart Meter to manage the Services from a distance, without visiting the Property. This may include reading, repairing or updating the Smart Meter, switching it to operate as a Prepayment Meter or monitoring the amount of Energy used at the Property.

21.4 You agree that the bills or Statements of Account We send You will be based on readings from the Smart Meter although in some circumstances, including where the Smart Meter fails, We may need to estimate how much Energy You are using to enable Us to calculate Your bill or Statement of Account.

21.5 The readings on Your Smart Meter display unit may not always match the readings on Your bill or Statement of Account, as the Smart Meter will not show discounts or additional costs that We may add or subtract in accordance with this terms and conditions document.

21.6 You agree that We shall be entitled to collect information from Your Smart Meter for as long as We supply the Services to the Property. We agree that We will only use the information We collect from Your Smart Meter in connection with the supply of the Services to the Property or for other industry purposes as directed by a Competent Authority (for example, to send You a bill or Statement of Account or to take part in a government approved trial).

21.7 We will normally collect readings from Your Smart Meter once per day. You can decide if You are happy for Us to take one Smart Meter reading for the entire twenty-four (24) hour period or for Us to take a reading for each half-hour period. We will not take more than one reading in a twenty-four (24) hour period unless You have told Us We can do this, or unless You have agreed to take part in a government approved trial.

21.8 You agree not to damage or interfere with the display unit provided with the Smart Meter. If You damage it, You agree that You may, at Our discretion, pay for Us or Our Agents to come to the Property and repair it should this be reasonably possible.

21.9 You agree to contact Us immediately if:

21.9.1 The Smart Meter or the display unit is damaged or stops working properly;

21.9.2 You know or suspect that the Smart Meter or the display unit has been tampered with; or

21.9.3 Something happens or is due to happen that may prevent Us from being able to read the Smart Meter.

21.10 OneSelect Limited is governed by the Data Protection Act 2018 and the General Data Protection Regulation. We will act as the data controller of any personal data collected as part of the supply of Services to the Property. Any data We receive from the Smart Meter will only be used by Us for the purposes of registering Ourselves as the supplier of Services to the Property and monitoring the amount of Energy usage at the Property. Any personal data will not be shared with any third parties other than those directly or indirectly involved in the supply of Services to the Property.