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**RESIDENTIAL ELECTRICITY SUPPLY AGREEMENT:**

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## Residential Electricity Supply Agreement

<b>We/Us/Our Nottingham City Council, Enviroenergy</b>		
<b>Property details ("your home")</b>		
Supply Address:	Postcode	
.....	.....	
.....		
Number of bedrooms:		
Property type:	[Social tenant] <input type="checkbox"/>	[Private tenant] <input type="checkbox"/>
	[Freehold] <input type="checkbox"/>	[Leasehold] <input type="checkbox"/>
Date on which you will occupy the property:        /        /		
<b>Customer details ("you")</b>		
	Title:.....	
	First name.....	
	Middle name.....	
	Surname.....	
Billing Address (leave blank if the same as Supply Address):	D.O.B: .....	
.....	Phone:.....	
.....	Email: .....	
<b>Your Landlord's details – if applicable</b>		
Landlord's title:.....	Full name.....	Responsibility of <b>your home's electricity system:</b> (in most cases will be the landlord)
Landlord's Address:	Phone: .....	Tenant <input type="checkbox"/>
.....	Mobile:.....	Landlord/ Housing Association <input type="checkbox"/>
.....	Email: .....	
<b>Communications</b>		
Please confirm your preferred method of communication:		
Email (using your email address above) <input type="checkbox"/>		
<b>Or</b>		
Post (using your Billing Address above) <input type="checkbox"/>		
<b>Or</b>		
Alternative email or postal address (please specify) .....		
<b>Security Questions</b>		
Please provide answers to two of the security questions below so we can identify you if you call us:		
Name of first pet .....		
Place of birth .....		
Last school attended .....		
Make of first car .....		
<b>Customer Enquiries: Tel – 0115 9556677. Email – customersupport@nottinghamcity.gov.uk</b>		
<b>Emergency Reporting: Outside of normal office hours (Mon – Fri 9am to 5pm) Tel - 0115 9556677</b>		
<b>For office use only - Date received:</b>		
<b>Customer's unique reference number:</b>		

**Residential Electricity Supply Agreement**

**About this Contract**

This **Contract** is between:

- (a) you, the **owner/tenant (delete as appropriate)** of your home named on the previous page ("**you**", "**your**"); and
- (b) us, Nottingham City Council - Enviroenergy, being an independent local authority, with our registered address at Loxley House, Station Street, Nottingham, NG2 3NG ("**we**", "**us**", "**our**");

for the **electricity supply** to **your** home.

**Whereas:**

- (A) **We** operate the **district electricity scheme**, which produces the **electricity supply** provided to **your** home.
- (B) **Your** home is connected to the **district electricity scheme**.
- (C) By using or having used the **electricity supply**, you are considered to have accepted the attached **terms and conditions of supply**.

This is a legal document. Words and phrases printed in bold have specific meanings in this **contract**. Those words and phrases are explained in Clause 1 of the attached **terms and conditions of supply** which form part of this **contract**. Please ensure that **you** read the terms of this **contract** carefully, and in particular the clauses dealing with suspending and disconnecting the **electricity supply** and ending this **contract** (clause 10 and clause 14), those restricting **our** liability (clause 17), what happens if **you** move home (clause 14.3) and how **we** use **your** personal information (clause 19).

If **you** have not signed a contract with **us** or if the **contract** that **you** have signed has ended but **you** are using the **electricity supply** (for example where **you** have moved into a property where **we** already provide the **electricity supply**), **you** will be deemed to have agreed to/accepted the attached **terms and conditions of supply**.

Please seek advice on anything **you** do not understand in this Contract.

Please now fill in the form on the previous page and sign below to confirm that **you**:

- (a) have accepted the **terms and conditions of supply**;
- (b) are entering into a legally binding contract;
- (c) understand that **you** must take **your electricity supply** from **us** and that the **district electricity scheme** connection cannot be removed from your **home** without our express written agreement (which we have no obligation to provide (see clause 12.8));
- (d) have read and understood this **contract**, and that **you** will comply with it;
- (e) understand **you** (or **your** named landlord) are responsible for and liable for the cost of repair, maintenance or replacement of **your home’s electricity system**; and
- (f) will pay all **our charges** under this **contract**.

Please then either:

- scan this page and the previous page and email them to **us** at customersupport@nottinghamcity.gov.uk or
- return the filled-in form and this signed page by post (please keep one copy for **your** records) to:  
Enviroenergy, 12 London Road, Nottingham, NG2 3AB

<b>Your full name:</b> .....	<b>Date</b>   
<b>Signature:</b> .....	/ /20

If **you** have any questions or concerns, please call us on 0115 9556677, email customersupport@nottinghamcity.gov.uk or visit **our** website <https://enviroenergy.co.uk/>.

If **you** would like **us** to send the **terms and conditions of supply** in a different format or you would prefer to access the **terms and conditions of supply** online, please **email** or **call** us on the above.

## Residential Electricity Supply Agreement

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# Terms and Conditions of Supply

## 1 DEFINITIONS

The meanings and explanations of words that are printed in bold in this **contract** are as follows:

### **abortive call-out charge**

The charge **you** will have to pay if **you** do not let **us** into **your** home at a time that **we** pre-arranged with **you**.

### **Bill**

The bill provided periodically by **us** to **you**, giving **you** relevant details including **your** use of the **electricity supply** over the previous period (expressed in kWh) and the **billing information**.

### **back-bill**

A 'catch-up' **electricity bill** sent to **you** by **us** when **you** have not been correctly charged for the **electricity supply** that **you** have used.

### **billing information**

Means the information **we** are required to provide **you** on your bill, which includes **our** current **charges** and how much energy you have used.

### **charges**

The charges **you** must pay **us**. These are:

- the **standing charge**;
- the **consumption charge**;
- any reasonable and proper **reconnection charges, abortive call-out charges** and **debt-processing charges**; and
- any other amounts **we** are entitled to charge under this **contract**.

### **contract**

The legal contract between **you** and **us**, made up of the preceding two pages, these **supply terms and conditions** and any schedules referred to in them.

### **customer handbook**

The handbook setting out **our** complaints procedure, additional support available to **vulnerable customers**, as available to **you** and which may be updated from time to time (to request **our** latest version, please contact **us** on 0115 9556677 or download from **our website**).

### **disconnection**

The suspension of electricity supply to your property on a short or long term basis. Our right to disconnect and the costs associated with **disconnection** are covered throughout this contract.

### **district electricity scheme**

The electricity network wires, cables electricity generation equipment and machinery, the electricity meter used to provide the **electricity supply to your home's electricity system**.

### **debt-processing charge**

The charge you have to pay to cover our costs of recovering overdue charges as set out in Schedule 1.

### **electricity bill**

A bill issued at regular intervals in accordance with Clause 6.

### **electricity meter**

The meter for **your home** is used to measure the amount of **electricity supply** used by **your home's electricity system**. **We** are responsible for operating, repairing and replacing the **meter** when appropriate.

**electricity supply**

The supply of electricity delivered to **your home**, which is produced by the **district electricity scheme**.

**emergency**

An incident caused by or affecting the **district electricity scheme** which is causing or likely to cause a serious risk of personal injury or serious damage to property and/or loss of electricity and electricity to multiple residences.

**good industry practice**

This means the standards, practices, methods and procedures which comply with the **law** and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected of a skilled and experienced person engaged in providing similar tasks under similar circumstances.

**home's electricity system**

The electricity system for **your home**, including the wires, cables, and other relevant apparatus (but not including the **meter**) which **you** or **your** landlord are responsible for. For the avoidance of doubt this is all infrastructure in your home after the boundary of the property in relation to electricity or electricity system in **your home** excluding the electricity meter

**law**

Any reference to **law** includes:

- any enforceable community right within the meaning of section 2(1) European Communities Act 1972;
- any relevant act, regulation, guidance, direction or determination which **we** must follow; and
- any relevant judgement of an English or Welsh court.

**planned interruption**

An interruption, discontinuance or reduction in **your electricity supply** which **we** have given **you** at least 48 hours' written notice of.

**privacy policy**

**Our** privacy policy sets out:

- where **we** may get information about **you** from;
- why **we** need the information;
- what **we** will do with how **we** will manage the information **we** hold about **you**, **your** account and other people living at **your home**;
- how **we** might share the information **we** hold;
- how long **we** will keep the information for;
- **your** rights in relation to accessing and controlling **your** information; and
- how **we** will ensure **we** adhere to data protection laws relating to this information.

**We** may update the policy from time to time. This **privacy policy** is available on **our website**

**Priority Services Register**

If customers have special needs or a disability that means they need extra support, or are vulnerable, their details can be placed on this register. **We** provide a range of extra services to customers on this register to meet their needs.

**reconnection charge**

**Our** charge for reconnecting the **electricity supply** to **your home** after **we** have suspended it under Clause 10.

**service failure**

Means a failure by **us** to meet a **service level** set out in Schedule 2.

**service-failure payment**

The compensation **we** are required to pay **you** for a **service failure**, as set out in Schedule 2.

**service levels**

The minimum levels of service **we** agree to provide under this **contract**. The **service levels** are set out in Schedule 2. If we do not meet those levels, **we** will pay **you** compensation in the form of **service-failure payments**.

**standing charge**

A charge which covers some of **our** costs of maintaining and repairing the **district electricity scheme** and making a **electricity supply** available for **you** to use.

**supply start date**

Means the date on which **you** (or anyone in **your home**) starts using the **electricity supply**. For the avoidance of doubt, this is likely to be the tenancy start date/ purchase date for **your** home.

**terms and conditions of supply**

These terms and conditions which set out matters relating to the **electricity supply** including **our** responsibility for the **electricity supply**, the manner in which **we** will do that and **your** obligations to pay for the **electricity supply**.

**vulnerable customer**

Means any customer, or a permanent resident of the customer's home, at the time of identification as being significantly less able than a typical consumer to protect or represent his or her interests in the energy market and/or significantly more likely than a typical consumer of energy to suffer detriment, or that detriment is likely to be more substantial should there be a failure to provide **electricity supply** to **your home**. This can be verified by **us** if required via a home visit or documentation to confirm such status and could be someone who is:

- (i) chronically ill;
- (ii) mentally or physically disabled or having a hearing or visual impairment;
- (iii) of pensionable age;
- (iv) under the age of 5 years old;
- (v) suffering severe financial insecurity and/or a bereavement;
- (vi) Or another protected characteristic that **we** agree would give **you** a vulnerable customer status

**unplanned supply interruption**

An interruption in the **electricity supply** which **we** have not given **you** at least 48 hours' written notice of.

**your home**

Means the property to be provided with the **electricity supply** as identified on the front page of this **contract**, being the flat or house **owned** / **[occupied]** by **you**

**Website**

Our website, available at <https://enviroenergy.co.uk/>.

**2 PROVIDING THE ELECTRICITY SUPPLY TO YOU**

- 2.1 **We** will provide the **electricity supply** to **your home's electricity system** and **you** shall pay for the **electricity supply**, as set out in this **contract**.
- 2.2 This **contract** shall start on the **supply start date** and shall only end if both parties (**you** and **us**) agree to cancel the **contract** in writing or if **we** end the **contract** in the ways described under clause 14. This is also covered in our disconnection process as available on **our website**.
- 2.3 **We** will make the **electricity supply** available to **you** at all times (24 hours a day, every day of the year) during the term of this **contract**. However, there are a number of circumstances where **we** may need to suspend the **electricity supply** to **your** home or it may be otherwise interrupted. **We** will compensate you

for suspensions or interruptions to **your electricity supply** if it is **our** fault, except during a **planned interruption**, as set out in Schedule 2.

- 2.4 Except in an **emergency**, and as far as is reasonably possible, any planned maintenance which could interrupt or greatly reduce the **electricity supply to your home** will only be carried out after **we** have given **you** at least forty-eight (48) hours' prior written notice of such planned maintenance. **We** will ensure that any maintenance that may cause an interruption, discontinuance or reduction to the **electricity supply** shall, so far as is reasonably practicable, occur during anticipated periods of low demand for the **electricity supply**. **We** will use reasonable endeavours to avoid, or if unavoidable, undertake such maintenance so as to minimise and mitigate against the effects of any potential interruption, discontinuance or reduction or other adverse effect to the **electricity supply to you**. This does not apply to the maintenance of **your meter**, which **we** will need to access in accordance with Clause 13.
- 2.5 **Your home's electricity system** has been designed and built for electricity to be provided through the **district electricity scheme**. **You** shall not get **your** electricity supply from any other source during the term of this **contract**.

### **3 STANDARDS OF SERVICE, FAULTS AND COMPLAINTS**

- 3.1 **We** cannot guarantee that the **electricity supply to your home** will never be interrupted. In certain circumstances **we** may need to interrupt or restrict the **electricity supply**, for example:
- to avoid danger to any person or property;
  - if it is against the **law** to continue providing the **electricity supply**; or
  - to carry out maintenance on the **district electricity scheme**.
- 3.2 If **you** are unhappy with the service **we** provide to **you**, please follow **our** complaints procedure set out in Clause 18 and which is also included in **our customer handbook** as set out on **our website**.
- 3.3 If there is a fault with **your electricity supply** or the **electricity supply** is interrupted (other than a **planned interruption** **we** have told **you** about), **you** must tell **us** as soon as possible by phoning 0115 955 6677. Note that if it is an issue with your **home's electricity system**, **we** might not be able to resolve the issue. **We** will:
- make a record of **your** call;
  - tell **you** what **we** will do to put the matter right; and
  - where necessary, arrange for **our** agents to visit **your home**.
- 3.4 If **you** need extra support as a **vulnerable customer** (see Clause 4 below), **we** will make sure the services and communication provided are accessible for your needs.

### **4 VULNERABLE CUSTOMERS**

- 4.1 If **you**, or any permanent resident of **your home** is a **vulnerable customer**, please let **us** know and depending on circumstances, **we** will add **you** to **our Priority Services Register**. This can allow **you** to obtain access to support services to help **you** gain access to help and services based on **your** vulnerability.
- 4.2 If **you** rely on electricity for medical equipment, it is your responsibility to let us know by contacting us immediately so we can include **you** in our **Priority Services Register**. Failure to notify us of any medical conditions immediately may impact our ability to provide the required support.
- 4.3 **We** reserve the right to verify **your** status as a **vulnerable customer** if required, to ensure that **vulnerable customers** get additional support and priority. For a non-exhaustive list on what characteristics could class a customer as vulnerable see the definition for **vulnerable customers** under Clause 1 above.
- 4.4 If circumstances change and there is no longer someone who is a **vulnerable customer** at **your home** please notify **us** of this change as soon as reasonably possible.
- 4.5 Where it is found that we have taken action and incurred costs to provide alternative arrangements or additional support meant for a **vulnerable customer** and there is no verifiable vulnerability we have a right to recharge these costs to **you**.
- 4.6 If **you** are in need of any additional support in relation to this **contract** (for example, if **you** are visually impaired) or would like to nominate someone to act on **your** behalf with respect to this **contract** and **your**

**electricity supply**, please contact **us** to let **us** know and **we** will provide additional support. **Our customer handbook** also sets out more detail on the support available.

## **5 CHARGES**

- 5.1 **Our charges** at the date of this **contract** are set out under Schedule 1.
- 5.2 **We** will review the **charges** periodically and adjust if necessary, **we** will write to **you** 30 days beforehand confirming your new charges. The new **charges** will then apply until the next review.
- 5.3 If **you** are entitled to a refund of any **charges**, **we** will refund **you** within ten 10 working days (Monday to Friday, except bank holidays). If **you** receive a refund you are not entitled to, **you** must pay it back when **we** ask **you** to.

## **6 YOUR BILL**

- 6.1 **We** will email or send **you** an **electricity bill** each quarter. Prepayment Customers do not receive an electricity bill, but you will receive an annual prepayment statement each year, setting out the payments, usage and total **charges**.
- 6.2 **Your electricity bill** will set out the following.
- (a) The **charges you** need to pay that quarter.
  - (b) The period the **electricity bill** is for.
  - (c) The **standing charge**.
  - (d) The amount of the **variable charge**, based on:
    - the amount of **electricity supply** used by **your home's electricity system** in the previous month, as measured by the **electricity meter** inside **your home** or based on **our** reasonable estimate (see Clause 8.3); and
    - the price per kWh of **electricity supply**
  - (e) Any applicable value added tax.
  - (f) Any amount **we** add to recover underpayments or overdue **charges** in accordance with Clause 7.
  - (g) Any reasonable and proper costs or charges arising from loss or damage **we** suffer that **you** are responsible for under this **contract**.
  - (h) Any other costs or charges due under this **contract**.
  - (i) Any amounts **we** have refunded or any **service-failure payment we** have paid following a **service failure**, set out in Schedule 2.
  - (j) The balance of **your** account.
- 6.3 If any of the above details are not applicable for a particular month these will not be included.
- 6.4 Where **your electricity bill** is based on an estimate of the **electricity supply you** have used, **we** will make any necessary adjustments after the next accurate **electricity meter** reading and **your** actual consumption is determined. This will be shown on the **electricity bill you** receive after the **electricity meter** reading as a credit or a debit.
- 6.5 **We** may need to change the date **we** issue **your electricity bill** or how often **we** send them. If **we** do this, **we** will tell **you** three (3) months beforehand.
- 6.6 Where **we** have undercharged **you** for the **electricity supply you** use, **we** may issue a **back-bill** or reconcile the undercharging by applying a debit on **your** account. **We** shall not issue a **back-bill** or reconcile the undercharging where more than a year has passed since the end of the period of undercharging. If **you** will have any difficulties in making up these payments, please contact **us** straight away.
- 6.7 If **you** think there is anything wrong with **your bill** please contact **us** straight away. **We** will work with **you** to resolve the issue.

## **7 PAYING YOUR BILL**

### **Your responsibility for making payments**

- 7.1 **You** must pay the amount set out in **your electricity bill** within fourteen (14) days from the date of **your electricity bill**.

- 7.2 **You** will be responsible for paying the **charges** for the **electricity supply** until:
- (a) **you** or **we** cancel this **contract** under the stipulations of Clause 14; or
  - (b) **we** suspend this **contract** as allowed under Clause 10.3 or Clause 16.2.
- 7.3 **You** will also still be responsible for paying the **charges** if this **contract** has not been cancelled and:
- (a) **you** do not live (or no-one lives) in **your home**;
  - (b) someone at **your** home uses the **electricity supply** without **your** permission; or
  - (c) **you** do not use any of the **electricity supply** (in this case **you** will still have to pay the **standing charge**).
- 7.4 **You** will still have to pay **charges** if the **electricity supply** to **your home's electricity system** is interrupted or unavailable. However, if the interruption or unavailability is due to a **service failure**, **you** will be entitled to a **service-failure payment** as set out in Schedule 2.
- 7.5 There are a number of ways in which **you** can arrange to make payment of **your electricity bill**. Please contact **us** to let **us** know how **you** will make **your** payments.
- 7.6 **We** prefer **you** to pay via fixed direct debit.

#### **Paying by fixed direct debit**

- 7.7 If **you** pay **your electricity bill** by fixed direct debit, each month **we** will take the agreed amount direct from **your** bank account. The amount **we** take via direct debit may be advised to change if you are building a credit or debit on **your** account, depending on the amount of **electricity supply** **you** use.
- 7.8 **We** would advise customers to not cancel or amend their direct debit in periods of low demand to be able to build a credit on the account to cover the periods of higher usage.

#### **Paying by debit card**

- 7.9 **You** may also pay **your electricity bill** using a debit card over the phone, or via BACS as per the details on the back of your bill.

## **8 METER READINGS**

- 8.1 **Your electricity bill** will show the amount of **electricity supply** **you** have used, which **we** will record from **your electricity meter** with **our** automated meter-reading system. Where possible **we** will read **your electricity meter** remotely every month without requiring access to **your home**. However, if for any reason **we** are unable to read **your electricity meter** remotely, **we** will where possible provide you with the means to give **us** **your** own reading(s).
- 8.2 If **we** have not been able to read **your electricity meter** because of a fault in **our** automated meter-reading system; **you** have not been able to give **us** **your** own readings, or **we** have reason to believe that **your electricity meter** is not reading correctly, **we** may send **you** a **electricity bill** and **you** must pay **us** on the basis of **our** reasonable estimate of the amount of **electricity supply** **you** have used.
- 8.3 **Our** reasonable estimates will be based on the current **standing charge** and **variable charge** and either:
- (a) **your** pattern of energy use in the past; or
  - (b) the **electricity supply** **you** are likely to use given the size of **your home** and comparison readings from other properties.
- 8.4 If **you** think that the **electricity meter** in **your** home is not working correctly, **you** must tell **us** as soon as possible in order that **we** can arrange a check as set out under Clause 12. The **charges** **you** pay will be based on **our** reasonable estimates until **we** have been able to put right any problems.
- 8.5 If **you** ask **us** to check **your electricity meter** and **we** find that it is accurate, **you** may have to pay **our** reasonable costs of checking the **electricity meter**.
- 8.6 **We** may also ask to check **your electricity meter** at any time if **we** believe that it is not accurate. **You** will not have to pay any costs if **we** ask to check **your electricity meter** unless **you** have damaged it.

## **9 FAILING TO PAY**

- 9.1 If **you** are having difficulty making payments **you** should tell **us** as soon as possible. **We** may be able to

agree a payment plan with **you** and **we** can give **you** advice on how to reduce **your electricity bill** by being efficient with **your electricity supply** use.

- 9.2 If **you** do not pay **your electricity bill** within [fourteen (14)] days of the date of the **electricity bill**, **we** may undertake any of the following actions, in any order:
- (a) ask **you** to pay by another method;
  - (b) obtain a warrant to install a pre-payment solution into **your** property and automatically take up to fifty (50%) of **your** credit each time **you** top up, until the debt has been paid off.
  - (c) change how often **we** send **you electricity bills**;
  - (d) if **you** pay by direct debit, increase the amount debited from **your** bank account so that **we** can recover the difference over a period that is reasonably acceptable to **us**;
  - (e) agree with **you** a payment plan so that **you** can pay the money **you** owe **us** over a period of time at a rate that is affordable to **you**. Any payment plan may include a requirement that **you** keep **your** account with **us** in credit.
  - (f) charge **you** interest on the overdue amount at a rate of 8% plus an administration fee of £10;
  - (g) ask **you** for a refundable deposit equivalent to **our** reasonable estimate of the **charges** for a period of three (3) calendar months;
  - (h) request that someone else guarantee **your** payments;
  - (i) take court action to recover the debt and **our** costs,
  - (j) provide the detail of **your** balance to a credit reference agency;
  - (k) as a last resort, suspend or disconnect **your electricity supply** under Clause 10.

## 10 SUSPENDING AND DISCONNECTING YOUR SUPPLY FOR FAILING TO PAY

- 10.1 If **you** do not pay **our charges**, **we** may suspend or disconnect **your electricity supply**.
- 10.2 However, suspending or disconnecting **your electricity supply** is a last resort. Before **we** suspend or disconnect **your electricity supply** **we** will first:
- send **you** at least two reminder letters; and
  - try to contact **you** by phone at least twice to discuss the options available to **you**.

**We** may also tell **your** landlord or registered housing provider that **you** have not paid **our charges** and that **we** may disconnect **your electricity supply**.

- 10.3 If seven days after sending **you** the second reminder, **you** still haven't paid **our charges**, **we** can suspend **your electricity supply** until the date on which **you** paid **our charges** in accordance with this **contract**.
- 10.4 If **You** or anyone living in or visiting **your home** has tried to use the **electricity supply** without **our** permission or in a way designed to avoid paying for it, **we** have a right to investigate the meter at **your** home. If it has been found that meter tampering has taken place, or another method has been used to avoid paying for the **electricity supply** **we** have a right to estimate usage and charges for what we expect has been used, for how long **we** believe it has been used for (which can be longer than the back billing protections set out in clause 6.6), and for the avoidance of doubt can be longer than a year if we believe that **you** have on purpose avoided **our** charges. **We** then have a right to recharge **you** any costs to repair or replace the meter that has been tampered with.
- 10.5 **We** may charge **you** a **debt-processing charge** to cover **our** reasonable costs of sending **your** reminder letters and taking action to collect the overdue **charges**.
- 10.6 **We** will not disconnect **your electricity supply** if **you** have notified **us** that **you** or a permanent resident of **your home** is a **vulnerable customer**, in which case we may install a prepayment meter solution.

## 11 RECONNECTING YOUR SUPPLY

- 11.1 Where **we** have suspended or disconnected **your electricity supply** for non-payment, **we** will with best endeavours within four (4) working hours, make the **electricity supply** available to **you** again if **you** have paid **us**:
- (a) all **charges** and amounts **you** owe **us** including the **reconnection charge** and **debt-processing charge**, in full, or **we** agree a payment plan with **you** to pay what **you** owe **us** over a period of

time; and

(b) **you** pay **us** a refundable deposit equal to **our** reasonable estimate of three (3) months' **charges**.

11.2 If **we** agree a payment plan with **you**, that plan will take into consideration **your** ability to pay.

11.3 If **you** pay **us** a deposit, **we** will return that deposit to **you** once **you** have kept **your** payments up to date, in full, for twelve (12) months.

## 12 OPERATING AND MAINTAINING EQUIPMENT

### Our responsibility

12.1 **We** are responsible for:

(a) routinely inspecting, maintaining, repairing or replacing the **district electricity scheme** up to the boundary of the property.

(b) routinely inspecting, maintaining, repairing and replacing (if necessary) the **electricity meter**;

in line with **good industry practice**, at **our** cost (except in the circumstances set out in Schedule 3, when **you** or **your** landlord will be liable.).

**We** are not responsible for **your home's electricity system**. Please see **Error! Reference source not found.** for a diagram of the electricity system.

12.2 If **you** report a problem with **your electricity supply or electricity meter**, **we** will come to **your home** to address the problem within the following timescales:

Situation	Response time
An <b>emergency defined as –</b> <ul style="list-style-type: none"><li>A major issue on the <b>district electricity scheme</b> providing <b>your home</b>, causing significant damage to <b>your home</b> or someone else's property. Note that this does not include an issue on <b>your home's electricity system</b> which <b>you</b> are responsible for the repair and maintenance of</li></ul>	Within four (4) hours during normal working hours (Monday to Friday 9am to 5pm)
No <b>electricity supply due to our system or equipment failure</b>	Within eight (8) hours <b>we</b> will endeavour to provide an alternative arrangement for <b>you</b> if <b>we</b> are unable to resolve the initial fault within twelve (12) hours)
An inadequate <b>electricity supply</b> or a minor issue that will not cause damage	Within twenty-four (24) hours, respond to the minor issue.
Problems with <b>your electricity meter</b>	Within forty-eight (48) hours (other than on a Sunday or a bank holiday), investigate the electricity meter
Any other problems	Within forty-eight (48) hours (other than on a Sunday or a bank holiday), investigate the problem.

12.3 In each case, **we** will use all reasonable efforts to attend **your home** and repair the problem. However, if **we** need a part to repair the fault, and that part is not available at the time we come to **your home**, **we** will arrange a future visit at an agreed time once **we** have the part **we** need (which **we** will get as soon as possible).

### Agreeing an attendance time

12.4 Where **we** need to undertake routine inspections, maintenance, repairs or replacement, **we** will give **you** at least three (3) days' notice of any such visit and will try to arrange the visit at a mutually convenient time. **We** will provide **you** with a maximum of four (4) hour time window for attending **your home** on the

agreed day. **You** must provide **us** with access to **your home** during this agreed time window.

12.5 Where **you** report a problem with **your electricity supply or electricity meter**, **we** will agree a four (4) hour time window (within the periods for responding above) for attending **your home**. **You** must provide **us** with access to **your home** during this agreed time window.

12.6 **We** do not need to keep to the response times above if **you** do not let **us** into **your home** to solve the problem.

### **Your responsibility**

12.7 **You** [or your landlord] must make sure that **your home's electricity system** is maintained, repaired and, where necessary, replaced. **You** [or your landlord] must notify **us** of any proposed significant change to **your home's electricity system** or anything else that could affect the **district electricity scheme** or require alterations to **your home's electricity system** or its connection with the **district electricity scheme** or impact on the **electricity supply**. To confirm, **your home's electricity system** includes the wires, cables and all other equipment for the provision of electricity within **your home** excluding the **electricity meter**. This is defined in the definition section for further reference.

12.8 For the avoidance of doubt, you must not disconnect **your home's electricity system** from the **district electricity scheme** without **our** express written permission. **We** have a right to withhold or refuse permission to disconnect; and in most cases, we will not allow the disconnection of premises from the **district electricity scheme** once connected.

12.9 **We** are not liable for the cost of replacement or repairs of any part of **your home's electricity system**, or for any failure of or problems with **your home's electricity system**, unless the problem or failure has been caused by **us**.

12.10 If the state of **your home's electricity system** is causing problems, or **we** believe that it is likely to cause problems, to the **district electricity scheme** or the **electricity meter**, **we** may suspend the **electricity supply** until **you** [or your landlord] repair or replace **your home's electricity system** to the standard reasonably required by **us**.

12.11 If **you** cause (or any person living with, visiting **you** or formally or informally undertaking work for **you** causes) any damage to, or interrupt, discontinue or reduce the operation of the **district electricity scheme** or the **electricity meter**, by any work that **you** do to **your home's electricity system** or if **you** fail to maintain or repair **your home's electricity system** (for example by failing to repair issues) **you** must pay **our** costs of undertaking any necessary repairs, replacements or maintenance arising from such damage or impacts on operation.

12.12 **You** must not (and must not allow any other person living with or visiting **your home** or formally or informally undertaking work for **you** to):

- (a) tamper with or damage the **district electricity scheme** or the **electricity meter** (including, for example, through vandalism, misuse or interference);
- (b) misuse **your home's electricity system** so that it causes any damage to the **district electricity scheme** or the **electricity meter**.

If **you** do so or allow any other person living with or visiting **your home** to do so, **you** must pay **our** costs of undertaking any necessary repairs, replacements or maintenance arising from such damage.

12.13 **You** must tell **us** immediately if **you** know or believe that:

- (a) any part of the **district electricity scheme** or the **electricity meter** is damaged or destroyed; or
- (b) anyone other than **us** or **our** agents has interfered with or removed the **electricity meter**.

12.14 **We** will not carry out any repairs or maintenance in **your home** if **we** have good reason to believe that there is a health-and-safety risk, including the risk from dangerous materials, infestations or harassment to **our** staff (including any verbal or physical abuse or threat of physical abuse).

12.15 **You** can ask **us** to disconnect **your electricity supply** temporarily, for instance while building work is going on but **you** must pay **our** costs of undertaking this disconnection and subsequent reconnection.

## **13 ACCESS, EMERGENCIES AND PLANNED MAINTENANCE**

13.1 **You** must give **us** and **our** officers and agents safe access to **your home**, at all reasonable times, for the

purposes of:

- (a) inspecting, repairing, replacing, installing, removing, testing, maintaining, or carrying out other activities relating to the **electricity meter**.
- (b) disconnecting the **electricity supply to your home's electricity system** in the circumstances allowed under this **contract**;
- (c) in an **emergency**, or to mitigate any danger **we** reasonably believe exists to people or property in relation to the **district electricity scheme**.

Anyone visiting **your home** for the purposes above will carry an ID card which includes a colour photograph, their name that **you** can use to check their identity.

13.2 Except in an **emergency** or where **we** reasonably believe there is a danger to people or a danger to property, or where **we** are required by **law**, or this **contract** obliges **us** to obtain access sooner, **we** will give **you** at least:

- (a) seven (7) days notice in respect of planned routine maintenance;
  - (b) 72 hours' notice in all other circumstances
- before **we** need access to **your home**.

13.3 If **we** agree and confirm a time with **you** for **us** to visit **your home** for any purpose relating to this **contract**, and:

- (a) **you** do not give **us** access at the agreed time (or rearrange with **us** a different time giving **us** at least four (4) hours' notice); and
- (b) **we** can evidence that **we** could not gain access (e.g. a time stamped photograph of the front of the property and a call logged that **you** were called at the agreed and confirmed time of the appointment):

an "**abortive visit**" will have occurred.

13.4 Where **we** make more than one **abortive visit** to **your home** in respect of the same issue, **you** will have to pay **us** an **abortive call-out charge** for each subsequent **abortive visit** and any direct and reasonable additional costs that **we** incur in carrying out any necessary work without access to **your home**.

13.5 If **we** can't get access to **your home** when arranged with **you** or as **we** are otherwise entitled under this **contract** and this prevents **us** from fixing any interruption or reduction in **your electricity supply**, **we** will not be obliged to provide **you** with a electricity supply until **you** have provided **us** with access to **your home** to allow **us** to fix the problem. **We** will not be liable for **service-failure payments** in relation to any such period of interruption or reduction until **you** have provided **us** with sufficient access to **your home** to allow **us** to fix the problem.

## 14 ENDING THIS CONTRACT

PLEASE BE AWARE that unless **you** end this contract or **we** end this contract following the process set out under this Clause 14, [or **you** let out **your home** and follow the process set out under Clause 20 ] you will still be liable for **our charges** even if **you** do not live in **your home**.

### Your right to end this contract

14.1 Except where Clause 20 applies, and subject always to Clause 2.5 **you** may only end this **contract** if **you** end **your** tenancy at the property or you sell **your home**. In those cases **you** must give **us** at least thirty (30) days' notice, by emailing **us** at [customersupport@nottinghamcity.gov.uk](mailto:customersupport@nottinghamcity.gov.uk) or by writing to **us** at Enviroenergy, 12 London Road, Nottingham, NG2 3AB .

14.2 For the avoidance of doubt, **you** must not disconnect **your home's electricity system** from the **district electricity scheme** as per **clause 12.8**. If **you** do disconnect **your home's electricity system** without our permission and **we** find that it has been disconnected, **we** have the right to reinstate the connection and make safe at full cost to **you** with an administration charge for failing to get for **our** permission to disconnect. The costs of the full reinstatement and an administration charge is dependent on the individual set up at **your** property and cannot be confirmed in advance.

14.3 If **you** move out of **your home**, **you** must give **us** a forwarding address so that **we** can contact **you** about any amounts that **we** may owe **you** or any **charges** that **you** may owe **us**. Even after ending this **contract**,

**you** still have to pay all **charges** that **you** owe. **We** will take a final meter reading on the date this **contract** ends and provide **you** with a final **bill** within (fourteen (14) days. **You** must also leave any prepayment card that is linked to the electricity meter at **your** home within the property before leaving.

### **Our right to end this contract**

14.4 **We** can, but are not required to, end this **contract**, without any liability to **you** except as set out in Clause 15.1 by providing **you** with thirty (30) days written notice if:

- (a) There is a problem with **your home's electricity system** which is causing damage to or seriously affecting the **district electricity scheme** and **you** have not resolved the problem after [three (3)] months' notice from **us** of the problem. In this situation **we** will give **you** [ten (10)] days' notice before **we** end this **contract**.
- (b) Circumstances as set out in Clause 16 mean that **we** cannot provide **your electricity supply** under this **contract**. In this situation **we** will give **you** [fourteen (14)] days' notice before **we** end this **contract**.
- (c) **Our** right to use the **district electricity scheme** and make the **electricity supply** available to **your home** ends or is terminated.

## **15 CONSEQUENCES OF ENDING THIS CONTRACT**

15.1 **You** must pay all relevant **charges** up to the date this **contract** ends. After this **contract** ends, **you** will still be liable for **your** previous breach(es) of this **contract** (for example, non-payment) and **we** will still be liable for any of our previous breach(es) of this **contract** (for example, failure to meet the **service levels**).

15.2 If **we** give **you** notice that **we** are going to suspend or disconnect the **electricity supply** to **your home** in accordance with the terms of this **contract**, or if **you** or **we** end this **contract**, **you** must give **us** access to **your home**, at a reasonable time, to suspend or disconnect the **electricity supply** to **your home** and/or reconfigure or remove the **electricity meter** or any of **our** equipment (with the consent of **your** landlord if applicable). **You** must not disconnect or reconnect the **electricity supply** to **your home** without our permission.

15.3 If, **you** continue living in **your** home and **you** use the **electricity supply** after this **contract** has ended, or allow anyone else to do so, **you** will have to pay **us** for the **electricity supply** at a price **we** will communicate to **you**. That price will take account of any extra costs arising as a result of **you** taking the **electricity supply** at **your home** without a **contract** being in place.

## **16 EVENTS BEYOND OUR OR YOUR CONTROL**

16.1 Subject always to **our** rights set out in Clause 12.3, neither **you** nor **we** will be liable for failing to comply with the obligations set out under this **contract** as a result of (and **we** will have no liability to **you** for any **service failure** which results from) any of the following events or situations (as long as **we** are not the direct cause of the situation and have taken reasonable steps to prevent or reduce the impact of such event or situation):

- (a) Fire, flood, earthquakes, epidemics, pandemics, or other acts of God.
- (b) Civil disturbances, such as riots, strikes or other industrial action, but not those involving **our** employees or anyone acting on **our** behalf unless the action is nationwide or industry-wide.
- (c) Severe weather.
- (d) **Us** not being able to get into **your** home to fix a fault, as set out in Clause 13.3.
- (e) Circumstances which would cause **us** to break the **law**.
- (f) An event covered by Part 2 of the Civil Contingencies Act, 2004 (war, terrorism, threat to national security and so on).
- (g) Other exceptional circumstances beyond **our** control, including energy from waste, gas and electricity supplies to the **district electricity scheme** serving the development being interrupted due to circumstances beyond **our** control and due to no fault of **ours**.

16.2 If **you** (or **we**) are having difficulties in complying with this **contract** as a result of an event or situation listed in Clause 16.1 above, **you** (or **we**) must tell the other within two (2) days of the event or situation arising. **Your** (or **our**) obligations under this **contract** will be suspended until the problem is solved. In such event, the affected party (**you** or **we**) shall be entitled to such extension of time to fulfil any outstanding obligation as may be reasonably necessary in the circumstances, as agreed to between **you** and **us**.

16.3 If an event or situation listed in Clause 16.1 continues for ninety (90) days or more and all reasonable efforts to resolve the problem have been explored by **you** and **us**, then **we** may consider terminating this **contract** in whole or in part upon written notice to **you**, and **you** shall settle any outstanding liabilities that **you** may have incurred prior to termination.

## 17 LIMIT OF LIABILITY

17.1 Nothing in this **contract**:

- excludes or limits **our** or **your** liability for fraud or fraudulent statements;
- excludes or limits **our** liability for death or personal injury resulting from **our** negligence (or the negligence of **our** employees, officers or agents); and/or
- excludes or limits **your** liability for death or personal injury resulting from **your** negligence; and/or
- affects **your** legal rights as a consumer.

17.2 **We** will not be responsible for any loss which, at the start of this **contract**, **we** could not reasonably and honestly have foreseen arising. Neither **you** nor **we** will be liable to the other for any consequential and/or indirect loss, such as loss of profits, income, business or goodwill, arising out of or under this **contract**.

17.3 **We** will be liable for direct loss or damage caused by **our** negligence or as a result of **our** breaches of this **contract**. **Our** liability in any 12-month period, for any one event, or any series of connected events, will be limited to £10,000.

17.4 This Clause 17 does not affect **our** obligations to provide the **service levels** set out in Schedule 2, or **your** rights to receive **service-failure payments** for a **service failure**.

## 18 COMPLAINTS

18.1 **Our** complaints procedure, and how to pursue **your** complaint further is set out in the **customer handbook** or alternatively **you** can access it on **our website** or request a copy from us at Enviroenergy, 12 London Road, Nottingham, NG2 3AB

18.2 If **you** have any comments or want to raise a formal complaint about **our** services, **you** can use “Have your Say” on the Nottingham City Council Website, the process and link for this is as per our customer handbook

18.3 **We** will always try to resolve **your** complaint as quickly as possible via the “Have your Say” process. If, after following **our** full complaints procedure, **you** are still not satisfied with **our** response to **your** complaint, your complaint will be escalated in line with our complaints handling procedures.

## 19 USING YOUR PERSONAL INFORMATION

On entering into this **contract**, **you** will have provided personal information to **us**, which **we** will use to manage **your** account with **us**. **We** will process **your** personal information in accordance with **our privacy policy** which is set out in **your customer handbook** and available on our **website**.

## 20 LETTING OUT YOUR HOME

20.1 If **you** let out **your** home, **we** will on **your** request, enter into a new electricity supply contract with **your** tenant. **You** should advise **your** tenant of the transfer of responsibility to them to pay for the **electricity supply** and **we** would advise that **you** cover this in **your** tenancy agreement with them.

20.2 Where **you** notify **us** that **your** tenant will become responsible for the **electricity supply**, the following will apply:

- (a) the electricity supply contract **we** enter into with **your** tenant will be in the same form as this **contract**. **We** will send the new electricity supply contract to either **you** or **your** tenant, as requested, for **your** tenant to sign;
- (b) this **contract** between **you** and **us** will automatically be suspended from the date the new electricity supply contract with **your** tenant starts. While this **contract** is suspended, **your** and **our** obligations under it, including **your** obligation to pay **charges** for the **electricity supply** provided after the date of the suspension, will not apply. This will not affect any liabilities **you** or **we** already had before the date this **contract** was suspended; and
- (c) before **we** suspend this **contract**, **we** will get a final meter reading using **our** automatic-reading system. If **we** cannot do this for any reason, **we** may ask **you** to give **us** the final **electricity meter**

reading.

- 20.3 **You** must give **us** notice if **your** tenant is moving out. This contract will automatically come into force again on the date the electricity supply contract with **your** tenant ends.
- 20.4 When the electricity supply contract with **your** tenant ends, **we** will get a final **electricity meter** reading using **our** automatic-reading system. If **we** cannot do this for any reason, **we** may ask **your** tenant to give **us** the final meter reading. If **your** tenant does not or cannot provide the **electricity meter** reading, **we** may ask **you** for the final meter reading.
- (a) **Please note** this **contract** will not be suspended and **your** obligations to pay the **charges** will continue where **your** tenant does not enter into a contract with **us**. This is the case even if **you** have told **us** that **you** are moving out of **your home** and that the tenant should be responsible.

## 21 GENERAL

- 21.1 **We** may subcontract any of **our** obligations under this **contract** at any time, provided that any agent attending **your home** will be clearly identified as **our** agent. If **you** are unsure of the identity of any individual attending **your home** in relation to the supply of electricity, please call 0115 9556677
- 21.2 **You** may not transfer **your** rights or obligations under this **contract** without obtaining **our** permission in writing or by following the process set out under Clause 20 .
- 21.3 If **we** need to send **you** any notices under this **contract**, **we** will send them to **your** email address, or **your** home address, as **you** indicated in the form on the front of this **contract**. **You** can update the address **you** want notices to be sent to at any time by contacting **us** and letting **us** know. **We** will consider notices sent by email to have been received by **you** within 24 hours of sending. **We** will consider notices sent by post to have been received by **you** within three (3) working days. If **we** deliver notices by hand, **we** will consider them to have been received by **you** when **we** deliver them.
- 21.4 If **we** ever do not enforce, or delay in enforcing, any right **we** have under this **contract**, this will not prevent **us** from enforcing **our** rights in the future. For example, if **we** do not immediately take action to collect **charges** that **you** owe **us**, this will not prevent **us** from taking action in the future as long as **we** do so within 12 months of the **charges** being due.
- 21.5 For Historic accounts, if more than one person is named on the account, then each account holder is responsible for payment of the **charges** and **we** are entitled to claim unpaid **charges** due to **us** from one or all of the account holders, provided that **we** may not recover more than **we** are owed under this **contract**.
- 21.6 This **contract** includes everything agreed between **you** and **us** and replaces any previous contract, whether in writing or not. **You** and **we** have not relied on anything that is not included in this **contract**.
- 21.7 Nobody other than **you** and **us** has any rights under this **contract**. The Contracts (Rights of Third Parties) Act 1999 is excluded.
- 21.8 Each of the terms and condition of this **contract** is separate. If a court or other authority finds that **you** or **we** cannot rely on a certain clause, the other clauses of this **contract** will still apply.
- 21.9 Ending this **contract** will not affect any clause which is intended to apply after the end of this **contract**.
- 21.10 **We** may (acting reasonably and fairly) change the terms and conditions of this **contract**. For the avoidance of doubt, **we** may need to make changes in order to comply with a new **law** or regulation that applies to **our** services, or because the conditions under which **we** are allowed to provide a **electricity supply** to **your** home have changed. **We** will put details of any change on **our website** and **we** will give **you** at least [thirty (30)] days' written notice of the change.
- 21.11 Except as may otherwise be required by applicable law, all information and data provided by **us** or **you** to the other pursuant to this **contract** and marked "Confidential" or otherwise identified with specificity in writing as confidential at the time of disclosure ("Confidential Information") shall be treated as confidential and proprietary material of the providing party and will be kept confidential by the receiving party and used solely for the purposes of this **contract**. This restriction shall continue to apply for a period of five (5) years after the end or termination of this **contract**.
- 21.12 **We** give no warranty, express or implied, as to the adequacy, safety or other characteristics of the **district electricity scheme**.

21.13 This **contract** is governed by and will be interpreted in accordance with the **laws** of England, and both **you** and **we** agree to accept the exclusive jurisdiction and decisions of the English courts.

## Schedule 1 Our charges

### 1. Electricity supply charges

Our current charges for the electricity supply are made up of:

- a **standing charge**: for making the **electricity supply** available to **your** home, regardless of whether **you** use it
- a **unit charge in Kwh** (for the **electricity supply you** use).

The **charges** on the date this **contract** starts are as follows.

Charge	Before VAT	Including VAT
Daily standing charge	£0.5990/ day	£0.6289/ day
Unit charge in Kwh	£0.2379 pence per unit (kilowatt hour)	£0.2498 pence per unit (kilowatt hour)

These **charges** are valid from 01/01/2026 to 31/12/2026 but where required may be updated periodically as per the below.

### 2. Periodic price review

Subject to applicable laws and regulations, **we** may change **our** electricity-supply **charges** based on the changes to the costs to operate the **district electricity scheme** and particularly the costs of providing electricity to residential electricity customers. This does not follow a set indexation methodology.

**We** reserve the right to **change** the methodology of charges from time to time.

### 3. Abortive call-out charge

The **abortive call-out charge** is £50. **We** may increase the charge on 31 December each year in line with RPI All Items.

### 4. Debt-processing charge

The **debt-processing charge** is £10. **We** may increase the charge on 31 December each year in line with RPI All Items.

A Warrant fee will be charged when a warrant is required when access to a property has not been provided freely as per clause 13. This will be a straight pass through of costs to us of this warrant plus an administration fee of £100, which may increase in line with RPI all items each year on 31 December.

### 5. Disconnection and Reconnection charges

The **disconnection charge** is £200. **We** may increase the charge on 31 December each year in line with RPI All Items.

The **reconnection charge** is £200. **We** may increase the charge on 31 December each year in line with RPI All Items.

As per 14.2, the reinstatement charge following an unauthorised disconnection is dependent on the individual set up at the property and will be in addition to a "failure to gain permission administration charge". This cannot be confirmed in advance but **you** will be liable for the full cost should unauthorised disconnection take place.

### 6. Other charges

**We** will charge **you our** reasonable costs of any associated repair or replacement if **you** damage the **electricity meter** or any other items of our equipment. If **we** carry out any work **you** are responsible for under this **contract**, **we** may charge **you our** reasonable costs.

## Schedule 2

### Service levels and service failures

#### Service levels

**Our service levels** set out in the table below are the levels of service **we** aim to provide under this **contract**.

**We** aim to meet **your** expectations in respect of the **electricity supply to your home** and provide a good standard of service. **We** may improve **our service levels** without **your** permission, but not in a way which would be less beneficial to **you**. Any significant changes in the standard of service will be published on **our website**. Any other changes or updates to **our service levels** will be carried out in accordance with Clause **Error! Reference source not found.**

#### Service failures

**Service failures** are instances where **we** fail to meet a **service level**.

If **we** fail to meet a **service level**, **you** will be entitled to compensation, known as a **service-failure payment**, as set out in the table below. **We** will apply the total amount of **service-failure payments** accrued in any month to **your electricity bill** for that month. Where the total of the **service-failure payments** in any month are greater than the amount **you** owe **us** under **your electricity bill**, **we** will set off the **service-failure payments** against the subsequent month(s) of **electricity bills**. If this **contract** has been terminated and the **service-failure payments** are greater than **your** final **electricity bill**, **we** shall pay **you** any excess balance within ten (10) working days of the date of the final **electricity bill**.

If **you** are on pre-payment any **service failure payments** will be applied as a credit onto the account.

*These Service failures and service-failure payments* as are subject to change from time to time and will be updated in the **terms and conditions** of supply on our **website**.

Item	Standard	Service level	Service failure	Service-failure payment (compensation)
1	<b>Planned interruption</b>	<b>We</b> will give <b>you</b> at least forty-eight (48) hours' written notice of a <b>planned interruption to your electricity supply</b> that will last more than four (4) hours.	Less than forty-eight (48) hours' written notification given of a <b>planned interruption</b>	Will be counted as an unplanned Supply Interruption
		<b>We</b> will ensure that a <b>planned interruption</b> lasts no longer than eight (8) hours	When a <b>planned interruption</b> has lasted longer than eight (8) hours.	Rebate of standing charge for the period after 8 hours the interruption continues for (Minimum total £30 per property for the whole interruption)
2	<b>Unplanned supply interruption</b>	Within twenty-four (24) hours from the start of any <b>unplanned supply interruption</b> the <b>electricity supply</b> will be available at the point where it connects to <b>your home's electricity system</b> .	When <b>we</b> have failed to restore the <b>electricity supply</b> within twenty-four (24) hours of the interruption.	Rebate of standing charge for the period <b>electricity supply</b> are still interrupted after 24 hours from the time of being made aware of the interruption (Minimum total £30 per property for the whole interruption)
3	<b>Multiple unplanned</b>	No more than three (3) <b>unplanned supply interruptions</b> , lasting	More than three (3) <b>unplanned supply</b>	Rebate of the standing charge for

Item	Standard	Service level	Service failure	Service-failure payment (compensation)
	<b>supply interruptions</b> in a year	for over eight (8) hours, during a twelve (12) month period	<b>interruptions</b> , lasting for over eight (8) hours, during a [twelve (12)] month period	the total interruption time after the first 3 occurrences in the calendar year (in chronological order) £30 per property minimum for each unplanned interruption after 3
4	Maintaining the service to <b>vulnerable customers</b> when the <b>electricity supply</b> is interrupted	<b>We</b> will make reasonable alternative arrangements for <b>vulnerable customers</b> if a <b>planned supply interruption</b> or an <b>unplanned supply interruption</b> last longer than eight (8) hours.	When a <b>planned supply interruption</b> or <b>unplanned supply interruption</b> has lasted for longer than eight (8) hours and <b>we</b> have not provided reasonable alternative arrangements.	for each occurrence, £30 per property
5	<b>Electricity meter</b> repair or replacement	<b>Electricity meter</b> accuracy to be maintained within plus/ minus [5%]	Faulty <b>electricity meter</b> (i.e. a <b>electricity meter</b> not achieving the required accuracy) not replaced within [28] days after fault is identified	£30 per property.
6	Responding substantially to a complaint	<b>We</b> must respond to complaints within the timescales set out in <b>our customer handbook</b>	Failure to meet the response timescales or comply with <b>our</b> complaints process	The complaint will be escalated through the complaints handling process.

**Please note:** If there is a **service failure** which is caused by one of the circumstances set out below, **we** will not be required to make a **service-failure payment**.

Item 2, 3 and 5	<ul style="list-style-type: none"> <li>The <b>service failure</b> was caused by <b>you</b> not complying with this <b>contract</b>.</li> </ul>
Item 2 or 3	<ul style="list-style-type: none"> <li><b>We</b> are not able to provide the <b>electricity supply</b> to <b>your</b> home because of any of the events or circumstances set out in Clause 16 (Events beyond <b>our</b> or <b>your</b> control), as long as <b>we</b> have used reasonable efforts to reduce the effects of the event or circumstances and start providing the <b>electricity supply</b> again as soon as possible.</li> <li><b>We</b> have to shut down the <b>district electricity scheme</b> by <b>law</b>, as long as the need to shut down the <b>district electricity scheme</b> does not relate to or arise out of <b>our</b> negligence or <b>us</b> not complying with this <b>contract</b>.</li> <li><b>We</b> have suspended the <b>electricity supply</b> because <b>we</b> have good reason to believe that <b>we</b> need to do so to avoid death, injury or severe damage to property, as long as the need to suspend the <b>electricity supply</b> does not relate to or arise out of <b>our</b> negligence or <b>us</b> not complying with this <b>contract</b>.</li> <li><b>We</b> have suspended the <b>electricity supply</b> to <b>your</b> home under Clause 10 of this <b>contract</b>.</li> </ul>
Item 4 only	<b>We</b> have not been able to provide alternative arrangements to <b>you</b> because <b>you</b> have not given <b>us</b> enough relevant information or access to <b>your home</b> at the arranged time.

### Schedule 3

#### Electricity Meter exclusions

In relation to **our** obligation to maintain, repair or replace **your electricity meter** **we** shall be obliged to comply with Clause 12.1 but will not be liable for the following:

1. The costs of repairing the **electricity meter** if the repair is needed because of damage caused by **you**, or where the work is carried out by someone other than **us**. In these circumstances **we** are entitled to recover any direct and reasonable costs in fulfilling **our** obligations under clause 12.1 from **you**.
2. Any defect or deficiency or damage to or fault or repair or replacement of any part of **your home's electricity system** or any failure to properly operate or maintain **your home's electricity system** which has affected the performance of **your electricity meter**.
3. Any loss or damage to property caused as a result of **your home's electricity system** breaking or failing, including any cleaning needed, or any damage to **your** belongings, fixtures or furniture, unless the loss or damage is caused by **us**.
4. Repairing faults or damage caused by subsidence (movement of the ground beneath **your home**), structural repairs, accident, fire, lightning, explosion, flood, storm or freezing weather conditions (unless in each such case caused or contributed to by **us**).
5. **We** are unable to gain access to the relevant part of **your electricity meter** and any costs incurred to gain access to the **electricity meter** where such access has been obstructed by **you** or anyone else.
6. Replacement of any appliances, bathroom fixtures, showers and sanitaryware unless the loss or damage is caused or contributed to by **us**.
7. Upgrades that **your landlord** may want to have carried out to improve or that **you** may want to have carried out to improve **your home's electricity system**.
8. Replacing or repairing parts which do not affect how the **electricity meter** or **your home's electricity system** works or performs (for example, any decorative parts).
9. Interruptions to gas, electricity, water or telecommunications utilities needed to operate **the district electricity scheme** or **your home's electricity system**.
10. The costs of repairing damage or breakdowns caused by changes to or problems with any other energy, gas, water or telecommunications supply services unless and to the extent that such damage is caused or contributed to by **us**.
11. Replacing any batteries in any controls that operate **your home's electricity system**.
12. Interruptions to **your electricity supply** whilst **we** repair or replace any part of the **electricity meter**.
13. Anyone (other than **us**) interfering with any part of **your electricity meter**.
14. Dealing with any **emergency** (unless caused by **us**).
15. Any event beyond **our** control under Clause 16 of this contract.