



# Supply Terms and Conditions

# Contents

1	About these terms and conditions.....	1
2	Principle Terms.....	1
3	Introduction .....	1
4	Definitions .....	1
5	Eligibility.....	2
6	Term of this Agreement.....	3
7	Cancelling your Agreement with us.....	4
8	Stopping your Energy Supply.....	4
9	Our right to end this Agreement .....	4
10	Billing, Meter Reads and Payments .....	5
11	Direct Debit .....	6
12	Your Meter .....	7
13	Complaints .....	7
14	Moving home .....	8
15	Emergencies .....	8
16	Your personal information .....	9
17	Priority Services Register.....	9
18	Our liability.....	10
19	Miscellaneous.....	10

## 1 About these terms and conditions

We have worked hard to make these terms and conditions easy for all our customers to understand and navigate.

These are the standard terms of our agreement with you.

You may also be subject to extra product terms depending on which tariff or product you have chosen. A full list of supplementary product terms and conditions is available on our website.

## 2 Principle Terms

Here's a summary of the key terms in your supply contract with us. We recommend you fully read the entire terms and conditions, but the principle terms are:

- You will pay for the energy you've used each month by variable direct debit, this means you'll need to be prepared to pay more in the winter when it's dark and cold, and less in the summer when it's brighter and warmer.
- Once you've chosen to switch to Social Energy Supply, you'll have 14 days to change your mind, just let us know.

You will...	We will...
Have an App compatible device and contact us via the app in the first instance	Treat you fairly and always communicate honestly and clearly
Provide us with a monthly meter reading if you don't have a smart meter able to do this	Produce a monthly bill. We'll use actual readings if we have received them in the timeframe we asked for them in. If you don't already have a smart meter, we'll work hard to get a smart meter installed free of charge and at the earliest possibility
Pay us monthly by Variable Direct Debit	Handle your payments in line with the Direct Debit Guarantee
Keep your contact details up to date	Only process your data in line with our Privacy Policy

## 3 Introduction

Please read these Terms and Conditions ("these Terms") in full before signing up for us to supply your Energy as these are the terms of the Agreement under which we will supply electricity and/or gas to you. This is a legal document, but we have tried to keep it simple and easy to understand. Anything you aren't clear about, please get in touch with us at [supply@social.energy](mailto:supply@social.energy)

Your Agreement is between you and us, Social Energy Supply Ltd, a company registered in England and Wales (company number 10300609) at St Pegs Mill, Thornhill Beck Lane, Brighouse, England, HD6 4AH; VAT number 309 2407 21 ("Social Energy Supply", "we", "us" or "our"). However, our team who look after your Energy, are based at Barnwood Point, Corinium Avenue, Barnwood, Gloucester, GL4 3HX.

## 4 Definitions

Here are the definitions of terms used throughout this Agreement:

Account – this means your account in the "My Account" section of the App which sets out your Energy Bill each month (which will include a breakdown of the amount of Energy Supplied to you at the Property and the relevant Tariff and any additional charges payable by you including those set out in clause 10 below), our payment collection(s), and any Credits that apply to you and your Account balance each month.

Agreement - all the bits and pieces that together form the basis for us working together to supply your Energy. These include these Terms and the Tariffs set out in your Account.

App - this is Social Energy Limited's mobile application available at the Apple App Store or Google Play Store (App Store) which you must use in accordance with the Acceptable Use Policy.

Approvals - this means all the relevant and necessary consents, licenses, permits, and/or other approvals you need to have obtained to install a solar photovoltaic system, battery and Smart Hub at the Property including required by local authorities, building regulations, planning permission etc.

Approved Installer – this is one of the energy assessors detailed in these Terms.

Deemed Contract – this is when you have moved to the Property and we are already supplying Energy to it which means that we have not directly agreed terms or tariffs with you as the owner or occupier of the Property.

Energy - this means either electricity or gas or both depending on what you have asked us to Supply, or that we are already Supplying to the Property. We must Supply electricity to you at the Property for you to be able to receive Credits.

Fixed Tariff – this is a uniform fixed tariff based on the unit rate per kilowatt hour (kWh) charge for the Energy we Supply (or that we estimate to Supply) to the Property and set out in your Account and Social Energy Limited's website at <https://social.energy/index.html> ("Website"). A fixed tariff may not be changed for the duration of the fixed term. We offer this fixed tariff to new customers for their first 12 months on supply.

Meter – this is a meter which does not have to be topped up in advance for the Supply to be made and includes a Smart Meter in credit mode.

Quarter – this means the later of (i) the date on which we started to Supply Energy to you and (ii) 1 January, 1 April, 1 July and 1 October (as applicable) and ending on 31st March, 31st June, 30th September and 31st December (as applicable).

Smart Meter – this is a new generation of energy meter that measures how much energy you use and on what kind of appliances. In these terms a smart meter is one that Social Energy can communicate with.

Social Energy Limited – this company is part of our group of companies and registered in England and Wales (company number 10625256) with registered address St Pegs Mill, Thornhill Beck Lane, Brighouse, England, HD6 4AH.

Supply (or similar expressions "Supplying" "Supplier" etc.) this is the sale by us to you of the Energy at the Property.

Variable Tariff – this is a uniform variable tariff based on the unit rate per kilowatt hour (kWh) charge for the Energy we Supply (or that we estimate to Supply) to the Property and set out in your Account and Social Energy Limited's website at <https://social.energy/index.html> ("Website") and which may be changed from time to time provided we give you at least 30 days' notice of any increase to the Tariff.

Working Day – this is any day other than a Saturday, a Sunday or a bank holiday in England, Scotland or Wales. All other references to a day refer to a calendar day.

## **5 Eligibility**

- 5.1 We cannot Supply Energy to you at the Property unless:
- 5.2 You have a Smartphone or app compatible device, and an active email account; and
- 5.3 You are able and willing to access/download, and to communicate with us via, our App on your Smartphone or app compatible device which you must use in accordance with the terms of our Acceptable Use Policy; and
- 5.4 You are over 18 years of age; and
- 5.5 You are the owner or occupier of the Property and have obtained all required Approvals for the Property; and
- 5.6 The Property is connected to mains gas or electricity, or both (as applicable); and

- 5.7 A Meter is installed at the Property. If you do not already have a Smart Meter, then you will allow us to install one at the Property; and
- 5.8 You will use the Supply for domestic purposes only; and
- 5.9 You have the right to sign up to this Agreement for the Property; and
- 5.10 You will keep your contact details (including email address and mobile phone number) up to date. We will use these details to contact you with information about your Account, and (if you have opted in to receiving it) to send promotional information to you; and
- 5.11 You will pay us by variable direct debit each month. The amount you pay each month by direct debit will vary according to the Energy you have used each month.
- 5.12 You agree to make sure the bank account you have authorised us to collect the direct debit payment from is up to date and has enough funds to cover all payments for the Supply due from you to us; and
- 5.13 You are not a customer on the Government's 'Green Deal' initiative; and
- 5.14 You are not on an 'Economy 10' differential electricity plan; and
- 5.15 From the time that you download the App all further communications between you and us will be primarily done via the App and by email or text except if the law or other circumstances demand otherwise.

## **6 Term of this Agreement**

- 6.1 Our Agreement together begins from when we send you confirmation of your application, your welcome pack, or when you start to take Supply from us, or the date when you move into a Property for which we are the existing Energy Supplier: whichever happens first.
- 6.2 You will start to take a Supply from us on the date on which we become the registered supplier of either gas or electricity to your Property.
- 6.3 When you ask us to Supply your Energy, we need to notify the current gas and/or electricity supplier to the Property – you agree to let us do that.
- 6.4 We will let you know, via the App, exactly the date your Energy will be Supplied by us.
- 6.5 We are not responsible for any charges you have to pay to your old gas and/or electricity supplier.
- 6.6 Your Supply may be delayed if:
  - 6.6.1 Your existing supplier objects to us starting to Supply the Energy; and/or
  - 6.6.2 You have not given us one or more of the items of information that we need to start Supplying the Energy, despite us asking you for this information; and/or
  - 6.6.3 You are in the process of switching to another energy supplier; and/or
  - 6.6.4 We cannot start Supplying Energy due to something you have done or failed to do, or due to any circumstances outside of our control.
- 6.7 We will notify you, either via the App, email or text message, of any delays to us becoming the registered Energy Supplier at the Property where such delays are over and above the 21-day period.
- 6.8 If you are on a Deemed Contract, it will terminate if you sign up to an agreement for Supply with us, or if you switch to another supplier. You will be responsible for paying any outstanding charges under your Deemed Contract prior to signing up to a new agreement with us. Before you switch to another supplier, we shall be entitled to object if you have not paid all outstanding charges under your Deemed Contract.

## **7 Cancelling your Agreement with us**

- 7.1 You have the right to cancel this Agreement and your relationship with us up to 14 days from the date we sent you confirmation of your application and emailed you a welcome pack. We call this the cooling-off period. To do this, simply email us on [supply@social.energy](mailto:supply@social.energy) or contact us through the App. Your switch will be cancelled, and you will continue to be supplied by your existing energy supplier.
- 7.2 After the cooling off period, we will proceed to switch your Supply to us, but you can still cancel this Agreement at any time – so, even after we commence Supplying your Energy. Simply email us on [supply@social.energy](mailto:supply@social.energy) or through the App.
- 7.3 If you want to switch to another supplier, you don't need to tell us yourself as your new supplier will contact us to cancel your relationship with us on your behalf.
- 7.4 If you wish to end this Agreement because you are moving home, then you should follow the process in the 'moving home' section below.
- 7.5 You will remain liable to pay all payments for the Supply incurred up to the date on which you are registered as a customer at your new electricity supplier.
- 7.6 If you transfer to another supplier, we may pass them any relevant details we deem (acting reasonably) that they may need to help with this transfer. If you object to us giving the other supplier any details that are required to enable the transfer to proceed, please notify us and we will stop the transfer.

## **8 Stopping your Energy Supply**

- 8.1 We can refuse to Supply you, suspend or disconnect your supply if:
  - 8.1.1 You want to leave your existing energy supplier, but that supplier prevents us from Supplying your Energy; and/or
  - 8.1.2 You haven't paid your Energy Bill on time, and we will re-start it as soon as possible once the bill has been paid; and/or
  - 8.1.3 You are in material breach of this Agreement; and/or
  - 8.1.4 We are required to do so by Ofgem, the gas transporter or the network operator or by any law, code or agreement relating to the Energy Supply; and/or
  - 8.1.5 We have reason to believe that you may have damaged or tampered with your metering equipment; and/or
  - 8.1.6 We must do so in an emergency or as a result of other circumstances beyond our control.
- 8.2 You must reimburse us for the cost of suspending or disconnecting the Supply as well as for the cost of re-starting or re-connecting it. If we agree to reconnect your Supply this may be conditional upon you first entering into a new agreement with us and paying a reasonable reconnection fee.
- 8.3 We will not disconnect your supply in winter (1st October to 31st March) if you are on our Priority Services Register.

## **9 Our right to end this Agreement**

- 9.1 We can end this Agreement:
  - 9.1.1 If we have disconnected the Supply to the Property because you have failed to pay your Energy Bill; and/or
  - 9.1.2 If clause 11.3 of these Terms apply; and/or
  - 9.1.3 You are in material breach of this Agreement; and/or

- 9.1.4 If we no longer have the relevant licence(s) to Supply your Energy or we are required to do so by law or by our regulator, Ofgem; and/or
- 9.1.5 Ofgem have given a last Resort Supply Direction to another supplier in respect of Energy to your Property.
- 9.2 If this Agreement is terminated by us, you will still be liable to pay for any Supply and any additional costs incurred by us up to the later of the date on which we end this Agreement and the date on which we stop Supplying Energy to the Property. Within six weeks of this “later” date, we will produce a final Energy Bill and send it to you via the App.
- 9.3 You must pay this bill within 3 days of it being sent to you. We can object to you switching your Supply to another energy supplier until you have paid the balance outstanding on your Account in full

## **10 Billing, Meter Reads and Payments**

- 10.1 You pay for the Energy from when we start to Supply Energy to you at the Property. We will bill you monthly in arrears from this date. This billing cycle will not be able to be changed.
- 10.2 When we start to Supply Energy to you, and each subsequent month afterwards, you must provide us with a meter reading via the App unless you have a Smart Meter that is communicating with us. Your bills will be produced monthly on the anniversary of your supply start date. If you have provided readings within the requested timeframe or you have a Smart Meter communicating with us, you will be billed to these readings.
- 10.3 If you don't provide a Meter reading in the required timeframe each month your Energy Bill will be based on an estimated reading. If you provide a meter reading outside of the required timeframe, we will use this reading to update your Account, but it won't be used to calculate your Energy Bill, this will still be based on an estimate. We are unable to revise your Energy Bill in between each monthly calendar scheduled Energy Bill.
- 10.4 If you receive an estimated Energy Bill, an actual meter reading will be required the following month to ensure your Energy Bills remain accurate and in line with exactly what you have used in your Property
- 10.5 We can include any additional charges we incur in your Energy Bill including any of the following:
  - 10.5.1 Independent Operator charges. If you live in an area supplied by an Independent Gas Transporter and/or Independent Distribution Network Operator, this is the incremental cost we incur to supply Energy to you in addition to the other Charges. Depending on your area, Independent Operator Charges may include both a fixed amount and the Unit Rate based on the Energy you consume. We will include the potential costs in the quote we provide as part of the application process. These will be charged monthly, if applicable;
  - 10.5.2 Missed appointment charge. This is the approximate cost that we incur if you fail to give our engineer access to the Property at an appointment which we have agreed with you in advance. We will notify you of the potential costs when you are arranging an appointment. You will then be asked if you agree to this Charge. This will be an ad-hoc charge, if applicable;
  - 10.5.3 Unnecessary Metering Equipment inspection charge. This is the approximate cost that we incur if you ask us to investigate a suspected malfunction with your Metering Equipment, which we will only pass onto you where we determine (based on the engineer's findings from that investigation) that no such malfunction exists. We will notify you of the potential costs when you are arranging an appointment. You will then be asked if you agree to this Charge. This will be an ad-hoc Charge, if applicable;

- 10.5.4 Metering Equipment repair or move costs. These are the reasonable costs that we incur if we must repair the Metering Equipment where it has been damaged due to your fault, or if we must move the Metering Equipment on your request, unless you are on the Priority Services Register. We will notify you of the potential costs when you are arranging an appointment. You will then be asked if you agree to this Charge. This will be an ad-hoc charge, if applicable, as missed appointments and to repair your Metering Equipment if you break it; and
- 10.5.5 Debt Collection Costs. These are the reasonable costs we have to recover money you owe us, which may include the cost of employing a debt collection agency, of accessing and/or getting a warrant to access your Property to disconnect your Supply, of finding out if you have moved, of suspending your Supply for non-payment or of reconnecting your Supply if following a suspension of Supply for non-payment you bring your Account up to date. This will be an ad-hoc Charge, if applicable.
- 10.6 If possible, we will advise you of any additional charges before they are incurred.
- 10.7 If, for any reason, an energy bill is estimated, when a subsequent meter reading is given, you will not receive an amended Energy Bill, the debit/credit balance will be adjusted the next month.
- 10.8 If you believe your Energy Bill is incorrect, please contact us via the App. You will need to submit full details of the basis for disputing it and pay the undisputed portion of your Energy Bill on the due date as set out in the App.
- 10.9 Any disputed amount should be paid within 7 Working Days of the dispute being resolved, unless we have issued a credit to your Account.
- 10.10 Except where you have raised a dispute, if you fail to pay your Energy Bill by the due date, we shall be entitled to:
  - 10.10.1 Change the amount of your direct debit to recover the sum due to us;
  - 10.10.2 Use any Credits on your Account, or any monies that you have paid to us, to pay the outstanding amount;
  - 10.10.3 Take the necessary steps, including employing a debt collection agency, to recover the sums due to us in which case we shall be entitled to recover any costs we incur in doing so;
  - 10.10.4 Provide information about your non-payment to credit reference agencies, which may impact your ability to get credit in the future;
  - 10.10.5 Charge you interest on the outstanding amount at a rate of 3% per year above the Bank of England base rate, starting from the date falling 28 days after the due date of the Energy Bill
  - 10.10.6 Disconnect the Supply of Energy to the Property, in which case you are required to pay our reasonable costs of disconnecting the Supply. As explained earlier, we will not disconnect you in winter (October to March) or if you are on our Priority Services Register.
- 10.11 If you are having difficulty in paying your Energy Bill, please let us know as soon as possible and we can discuss ways that might help make paying your Energy Bills more manageable. We will provide as much help as we reasonably can in order to avoid disconnecting your Energy Supply

## **11 Direct Debit**

- 11.1 As explained above, the Energy Bill you pay each month by direct debit will vary according to the Energy you have used in that month. This variable direct debit will remain active and working for the duration of the Agreement up to the point when our final Energy Bill is paid.
- 11.2 You agree that we may make changes to your variable direct debit payment amount to cover your estimated or actual usage.

- 11.3 If your variable direct debit fails due to insufficient funds or for any other reason, we will notify you and confirm the date we will re-present the automated instruction. If your variable direct debit fails 3 or more times, we reserve the right to cancel it and/or to end this Agreement.
- 11.4 If your variable direct debit is cancelled and/or your Account goes into debt, you will not be eligible for any Credits and will lose your Credits until the period after your direct debit is reactivated.

## **12 Your Meter**

- 12.1 You are responsible for ensuring your Property has a Meter
- 12.2 If you have a traditional meter, or a non-communicative Smart Meter, we will need you to submit a Meter reading via the App each month (this will be automatic with a Smart Meter). We'll remind you when you need to do this.
- 12.3 You are responsible for ensuring that your Meter and all other equipment and systems that are used to measure the amount of Energy that is used at the Property (the "metering equipment") is not tampered or interfered with, lost, stolen or damaged. If you discover any damage, fault or other issue with your metering equipment, you must tell us immediately.
- 12.4 We can install, maintain, read, disconnect, repair or replace any metering equipment. You agree to give us or anyone acting on our behalf safe access to your Property and all metering equipment. If there are obstructions preventing us accessing your metering equipment, you must remove them.
- 12.5 If you have a Smart Meter that we can read without coming to your Property, you agree that:
  - 12.5.1 We may remotely repair and update it;
  - 12.5.2 We can access your Smart Meter reading information every half an hour, 24/7;
  - 12.5.3 We may use information from it to work out your payments for the Supply and offer you appropriate Tariffs and other products and monitor your Energy usage; and
  - 12.5.4 You will not remove any equipment provided to you without our consent.
- 12.6 Once a Smart Meter is installed and its functionality is available for us to use, we will notify you and commence taking Meter readings automatically, update your Meter and run diagnostics without visiting your Property. We will use these readings to calculate your Energy Bills and Credits.
- 12.7 If we are Supplying you with a Smart Meter, we will arrange installation on a date and time that is convenient to you. If we or our agent are not given access to the Property for the appointment we have agreed with you to install the Smart Meter, then we may charge you the costs we have incurred in connection with that abortive visit. We will provide you with details of the cost of a missed appointment at the time you make the booking.
- 12.8 When we or our agent installs your Smart Meter, we will follow the Smart Meter Installation Code of Practice.
- 12.9 If for any reason your Meter does not register any Energy used, you agree to pay the amount that we reasonably estimate.

## **13 Complaints**

- 13.1 If you're unhappy with our service, you can make a Complaint by contacting us via the App, in writing or by telephone. We will follow the Complaints policy on our Website.
- 13.2 We aim to respond to Complaints as soon as practicable within 2 Working Days either with a resolution or to explain our next steps.

- 13.3 If you're not happy with our final response to a Complaint, you can contact The Energy Ombudsman on 0330 440 1624 or at [www.ombudsman-services.org/sectors/energy](http://www.ombudsman-services.org/sectors/energy) It is an independent organisation and a free service. You must first have given us an opportunity to respond to your Complaint in accordance with our Complaints procedure before going to the Energy Ombudsman. If the Energy Ombudsman orders us to do something for you, we legally must do it. If the Energy Ombudsman suggests something you should do, you do not have to follow its suggestion.

It's easy to get free, independent advice so that you know your rights as an Energy consumer. You might want to get a better deal, find out how to make a complaint, get advice about the quality of your electricity or gas Supply, or ask for help if you're struggling to pay your Energy Bills. Visit the 'Know your rights' section of [www.citizensadvice.org.uk/energy](http://www.citizensadvice.org.uk/energy) for up-to-date information or contact the Citizens Advice consumer service on 0808 223 1133

## 14 Moving home

- 14.1 If you move home, you should give us at least 2 Working Days' notice of your planned moving date. To do this, please contact us in the App, or search on our Website and follow the instructions given or email us on [supply@social.energy](mailto:supply@social.energy)
- 14.2 You agree to take a final Meter reading on the date of which you are or will no longer be renting or owning the Property and provide this to us.
- 14.3 If you give us notice in accordance with the above, we will aim to end your Agreement at the Property on the day you have notified us that you will move out.
- 14.4 If there are payments for the Supply incurred during the period between the date you have notified us that you will move out and the date you cease to own or be liable to pay utility bills at the Property, then you will be liable for the costs until the later of those dates. If you are moving house and you do not let us know, this Agreement will not end until 2 days after we have received notice that you are moving house, or when we are notified that someone else has moved into the Property, whichever occurs first, and you will be responsible for continuing to pay for the Supply until such date; and we will be unable to prevent the new occupier of the Property from viewing your Energy data via the In Home Display. Not all homes will have an In Home Display, as this will be optional and energy usage monitoring will be available in our App.
- 14.5 If you wish us to provide an Energy Supply at your new address then, once you have entered into a new contract in relation to your new address, we will transfer across your balance including any Credits you've earned with us. If there is a break in Supply from the date on which this Agreement ends and the date we commence Supply to your new address under a new contract, you will remain our customer, but your old Account will be closed and a new account will be opened in respect of your new address.

## 15 Emergencies

- 15.1 Go to the 'Emergencies' section of the App or Website for full information.
- 15.2 You must call the Gas Emergency Number 0800 111 999 immediately if you suspect or know of a gas leak.
- 15.3 If you have an electricity emergency or become aware of anything which affects or is likely to affect the security of the network or causes danger or requires urgent attention regarding the Supply and safety of electricity, then you must report it to your local electricity distributor by calling 105 from any landline or mobile or by visiting [www.powercut105.com](http://www.powercut105.com)
- 15.4 In an emergency you must allow us and anyone we authorise safe access to your metering equipment at any time. If there is any obstruction to the Metering Equipment, we will require you to move it.
- 15.5 We may cut off your Supply if we must do so in an emergency or as a result of other circumstances beyond our control.

- 15.6 If we Supply you with gas, we and the Gas Transporter which operates the network through which the gas is supplied to the Property may restrict or stop the use of your gas if required by law or in an emergency. You must then follow our instructions. If you receive such a request, you may be entitled to a compensatory payment that will be payable as soon as reasonably practicable after we receive it from the party liable to make that payment.
- 15.7 If you have caused a stoppage, limitation or disconnection then you may have to pay a reasonable charge to restore your Energy Supply.

## **16 Your personal information**

- 16.1 Your personal data is data which we hold in line with data protection regulations and (our privacy policy (“Privacy Policy”))
- 16.2 We respect your right to privacy and will only use the Personal Data which you give us, or which we legally receive from another organisation or person as allowed by the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other privacy laws that apply.
- 16.3 We will process your personal data in line with our Privacy Policy, which we may amend from time to time. You can find this policy on our Website. You have a number of rights which relate to access and control of your data and these are also set out in our Privacy Policy.
- 16.4 We may run checks on you (and anyone else also responsible for payment for the Supply) through credit reference and fraud prevention agencies, initially and periodically to help us assess your ability to pay your Energy Bills, check your identity, prevent and detect fraud and recover debt. When we run any check, the credit reference agency will record the fact that a check was made, whether or not you become our customer.
- 16.5 If you have an Account with us, we will routinely share information about your payment record with credit reference agencies for the purpose of credit checking. If we consider that your Account is in default (i.e. you have not paid us and are in breach of your Agreement with us) we will notify you and if you do not pay us, we will report the unpaid debt to credit reference agencies who will record that default on your credit file. They might give that information to other organisations and fraud prevention agencies to carry out similar checks, find out where you are and collect any money you owe.
- 16.6 If we suspect that someone has committed fraud or stolen Energy by tampering with the Meter or diverting the Energy Supply, we’ll make a note of it on your Account. We can then share that information with Ofgem, credit reference and fraud prevention agencies. The information might also go to law enforcement agencies such as the police and HM Revenue and Customs.
- 16.7 We can use this information to make decisions about you, including how likely we think it is that you’ll be able to pay for your Supply [and other Energy services]. By doing this we might record sensitive Personal Data about you, such as criminal offences you’ve been accused of.
- 16.8 If you have tampered with the Supply to the Property or stolen Energy, or if we suspect you have, then we can take that into account when we decide what products or services to offer you, and what terms we offer you.

## **17 Priority Services Register**

- 17.1 If you tell us, or we believe that you or another member of your household need extra care, we will record that information and store it on our Priority Services Register, in order to ensure you get the service you need. This is in line with Energy UK’s ‘safety-net procedures’. You can find out more about our approach by going to 'Help' on the App or Website, searching for 'Priority Services Register'.

- 17.2 If you are on our Priority Services Register we will use that information to enable us: to consider what additional help and support we can provide you; to tell the Network Operator and Gas Transporter so they can tailor their services to you; to commission contractors as required to provide extra help; to work with trusted charities to help in incident situations and make sure we safeguard you; and/or to share this information if you decide to move to another Energy company so they are aware of the support you need. We will never use the Priority Services Register for marketing.
- 17.3 Whether or not you are on our Priority Services Register, if we believe you need extra care or are in danger of being cut off, we will record that in our information and may share it with the relevant healthcare organisations and Energy distributors or transporters.

## **18 Our liability**

- 18.1 Our liability (including for negligence and breach of statutory duty) is limited to £100 for each unconnected event that we are directly responsible for, or £100 in total for any connected series of events that we're directly responsible for, and which has caused you loss or damage. We are responsible for any liability which is not capable of being excluded by law.
- 18.2 Except in relation to any liability which is not capable of being excluded by law, we are not liable for any loss or damage (including negligence and breach of statutory duty) that we couldn't reasonably have expected would result from breach of this Agreement at the time you entered into it.
- 18.3 If we are liable for a loss caused by a gas transporter or electricity distributor, our liability (including for negligence and breach of statutory duty) is limited to the amount we're entitled to recover from them on your behalf.
- 18.4 If we are required or entitled to take action under our gas supply licence, electricity supply licence or any other rules that are binding on us, we won't be in breach of this Agreement.
- 18.5 The local Network Operator and Gas Transporter that distributes or transports the Energy we supply to you is responsible for the quality of the Energy supplied, making sure that the Supply of Energy to you is continuous and without interruptions through the local network. This is not our responsibility as it is outside our reasonable control. If the Gas Transporter or the Network Operator causes you any loss or damage, we will only be legally responsible to you for the amount we are entitled to recover from the party at fault.

## **19 Miscellaneous**

### **Transfer of Rights or Subcontracting**

- 19.1 In the event of a company restructure, change of ownership or another event required as part of our general course of business, we may transfer any of our rights or obligations under this Agreement and it may not be possible to notify you or seek your permission beforehand.
- 19.2 In the event of a change of ownership, change of tenancy or any other change that may affect this Agreement or the Supply of your Energy, you are not able to transfer any of your rights and/or obligations under this Agreement without agreeing this with us
- 19.3 We may also subcontract anything we have agreed to do under this Agreement, however, we will still be responsible for our subcontractors. None of this affects your rights under this Agreement,
- 19.4 If you are unhappy with any transfer or subcontracting of rights under this Agreement, then you can end this Agreement.

### **National Terms of Connection**

- 19.5 We are acting on behalf of your Network Operator to make an agreement with you. The agreement is that you and your Network Operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this Agreement and it affects your legal rights. The NTC sets out rights and duties for the connection at which your Network Operator delivers electricity to or accepts electricity from your home or business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF, call 0207 706 5137 or go to [www.connectionterms.co.uk](http://www.connectionterms.co.uk)

#### **No Waivers**

- 19.6 If we do nothing, or delay acting when you breach this Agreement, we will still be entitled to act to enforce that breach or any similar or subsequent breach by you.

#### **Notices**

- 19.7 Notices to you under this Agreement will be sent by email, SMS or the App to the last known address or number that you have provided. We will treat such notices as having been received two days after we have sent it to you, unless we receive evidence to the contrary.
- 19.8 Notices to us under this Agreement must be sent via the App or by email to [supply@social.energy](mailto:supply@social.energy)

#### **Invalidity**

- 19.9 If any part of this Agreement is void or unenforceable, the rest of this Agreement will be unaffected.

#### **Governing Law & Jurisdiction**

- 19.10 This Agreement is governed by the laws of England if your property is in England and Wales, in Scotland if your property is in Scotland, and in Northern Ireland if your property is in Northern Ireland. If there is any dispute between us, it will be dealt with by the courts of England if your property is in England and by the courts of Scotland if your property is in Scotland.

#### **Entire Agreement**

- 19.11 This Agreement, any other agreements you receive from us, and any documents explicitly referred to in this Agreement, are the entire agreement between you and us.

#### **Legal Rights**

- 19.12 Nothing in this Agreement affects our legal rights or powers. Nothing in this Agreement affects any of your statutory rights that can't be excluded by law.

#### **Our use of cookies**

- 19.13 A cookie is a piece of information stored in a small file which is sent to and from web pages. They can be used to identify that you've visited websites before and some will be stored on your computer by your web browser. More information about cookies can be found on the Information Commissioner's website here: [www.ico.org.uk/for-the-public/online/cookies](http://www.ico.org.uk/for-the-public/online/cookies) We may create and access cookies and/or tracking tags to understand how you use our Website and to help us improve the experience our Website delivers. Here are some of the ways in which we may use cookies and tags.
- 19.14 Analytical and performance cookies: for measuring how many people visit our Website, which pages are most popular, how long people spend in each area and what information people are searching for.
- 19.15 Functional cookies: to recognise your PC as you move around our site and make sure any information you enter is remembered the next time you visit us.



# Product Terms and Conditions

**Supplementary terms and conditions for customers on our Economy 24 tariff.**

# Contents

1	About these terms and conditions.....	1
2	Principle Terms .....	1
3	Supplementary definitions .....	1
4	Eligibility .....	3
5	Ending Your Supply Agreement .....	3
6	Smart Hub Benefits - Payment for Grid Services .....	3
7	Payments for Export.....	4
8	Grid Services Agreement.....	5
9	Miscellaneous.....	5

## 20 About these terms and conditions

We have worked hard to make these terms and conditions easy for all our customers to understand and navigate. These terms and conditions are in addition to and do not replace Social Energy's Supply Terms and Conditions, a copy of which should have been provided to You. This is a legal document, but we have tried to keep it simple and easy to understand. Anything You aren't clear about, please get in touch with us at [supply@social.energy](mailto:supply@social.energy)

Any Terms defined in the Supply Terms shall have the same meaning in these additional terms. If there is any conflict between these terms and the Standard Terms, these terms will prevail.

Your Agreement is between You and us, Social Energy Supply Ltd, a company registered in England and Wales (company number 10300609) at St Pegs Mill, Thornhill Beck Lane, Brighthouse, England, HD6 4AH; VAT number 309 2407 21 ("Social Energy Supply", "we", "us" or "our"). However, our team who look after Your Energy, are based at Barnwood Point, Corinium Avenue, Barnwood, Gloucester, GL4 3HX.

## 21 Principle Terms

Here's a quick summary of the key terms in Your supply contract with us. We recommend You fully read the entire terms and conditions, but the principle terms are:

- Economy 24 is a single Variable Tariffs. This means that the tariff will change in line with market conditions, but we'll always let You know if this is going to change.
- You're not tied into a contract, we'd like You to stay with us because You want to, but You are free to switch away at any time.
- Once You've chosen to switch to Social Energy Supply, You'll have 14 days to change Your mind, just let us know.
- You will pay for the energy You've used each month by variable direct debit, this means You'll need to be prepared to pay more in the winter when it's dark and cold, and less in the summer when it's brighter and warmer.
- You must have the following installed and operational to be eligible for this tariff:
  - a solar photovoltaic system,
  - a flexibility asset (approved by Social Energy Limited)
  - a Smart Hub, and
  - a smart meter at Your Property.
- You must agree to Social Energy Limited's Economy 24 – Grid Services Agreement in order to be eligible for Smart Hub Benefits.
- If You do not have a Smart Meter installed which meets the definition set out in these terms and conditions, You will not receive all the Credits available and will only benefit from grid balancing and self-consumption if You have consumed less Energy at Your Property.
- You will earn Credits from the date which falls one full Quarter after the date on which we started to Supply electricity to You at the Property providing all other eligibility criteria are met.

## 22 Supplementary definitions

Approvals - means all relevant and necessary consents, licences, permits and /or approvals, including but not limited to, any deed of covenant or landlord approval and/or those from local authorities in respect of network connection agreements, building regulations, planning permission, alterations to listed buildings and/or alterations carried out to a conservation area, and also including any notifications required by Your FIT Licensee.

Battery - any battery storage solution approved by Social Energy Limited and which may or may not be installed by the Installer.

Economy 24 - Grid Services Agreement – this is the contract between Social Energy Limited and You under which Social Energy Limited will undertake services to increase or reduce energy demand for the electricity system operator, National Grid Electricity System Operator Limited (“NGESO”) and others in the electricity industry in order to support stable, cost effective operations and the uptake of low carbon technologies (i.e., the “Grid Services”).

End User Licence Minimum Terms - are the terms that SEL as Smart Hub Controller is obliged (by its software licence) to ensure that You comply with so that You can use the Smart Hub.

FIT- the feed in tariff scheme introduced by the UK Government under the Energy Act 2008 and managed by Ofgem.

FIT Export Payment - a payment from Your FIT Licensee to You under the FIT scheme.

FIT Generation Payment - a payment from Your FIT Licensee to You under the FIT scheme.

FIT Licensee -an Electricity Supplier, though not Social Energy Supply LTD, who can offer FIT to You.

FIT Register - the electronic web-based system used to manage the FIT scheme.

Flexibility Assets – are the electrical equipment at Your Property that can be operated by the Smart Hub to provide Grid Services, including Your Battery and/or any solar photovoltaic inverter, electric vehicle charger, heat pump, hot water tank.

Load Following Device - any device installed in the home that responds to energy consumption or production in the home to alter the volume of energy imported from or exported to the grid.

Property –means either of (i) the property that You own and rent out for domestic use and in respect of which You have provided the Required Broadband Connection; or (ii) the domestic property where You live and in which You own a freehold or leasehold interest in land, or (iii) the domestic property where You live and in which You do not own a freehold or leasehold interest in land; and in each case You have obtained all required Approvals in relation to such property.

Required Broadband Connection - means a domestic broadband connection with spare Ethernet port connection and electrical socket to interact with the Smart Hub which is active and stable for use by SEL at a minimum 90% of the time.

Reasonable and Prudent Operator - means that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced person engaged in the same type of undertaking and under the same circumstances which shall include compliance with manufacturer’s manuals etc.

SEL Affiliate - **means** SEL’s parent undertaking or any subsidiary undertaking of SEL or of its parent undertaking and the expressions ‘parent undertaking’ and ‘subsidiary undertaking’ shall have the same meaning as they have in the Companies Act 2006.

Smart Export Guarantee - The smart export guarantee (SEG) is an obligation set by the government for certain licensed electricity suppliers to offer a tariff and make payment to small-scale low-carbon generators for electricity exported to the National Grid, providing certain criteria are met.

Smart Hub – means the piece of smart technology equipment that enables SEL as the Smart Hub Controller to operate Flexibility Assets at Your Property and undertake Grid Services, in return for which You will receive the Smart Hub Benefits (subject to You complying with the Supply Terms and Conditions).

Smart Hub Usage Obligations – this is when, at the time that You (i) purchase a Battery that is compatible with the Smart Hub from a third party or the Approved Installer and (ii) purchase the Smart Hub from the Approved Installer, You:- agreed to a privacy notice so that the Approved Installer can share Your details with Social Energy Limited , agreed to the Acceptable Use Policy which allows You to use the App, agreed to the Social Energy Supply Privacy Policy and agreed to these Terms and grid services agreement..

Smart Hub Benefits -This is a monthly credit (calculated as an equal share of approximately 70% of the total income from third-party contracts or industry cost savings generated by SEL in a given calendar month to which Your Smart Hub contributed) to Your Energy Bill from Social Energy Supply LTD and: (i) provided via the Social Energy App and (ii) accruing monthly from the date which falls after one full Quarter from the date on which Social Energy Supply LTD started to supply electricity to You at the Property and (iii) paid to You

monthly occurring after the date in (ii) via a credit to Your Social Energy Supply LTD Energy Bill. You will only be able to maximise cost savings and receive the entirety of the Smart Hub Benefits if You have a SMETS2 meter or a SMETS 1 meter that we can communicate with.

Social Energy Limited is a company registered in England and Wales with company number 10625256 and whose registered office is at St Pegs Mill, Thornhill Beck Lane, Brighouse, HD6 4AH (“SEL”).

## **23 Eligibility**

- 23.1 You will be eligible for Smart Hub Benefits on a monthly basis if You have:
  - 23.1.1 a solar photovoltaic system,
  - 23.1.2 a flexibility asset (approved by Social Energy Limited)
  - 23.1.3 a Smart Hub, and
  - 23.1.4 a smart meter at Your Property that we can communicate with.
  - 23.1.5 Complied with these terms and conditions
  - 23.1.6 Agreed to and acted in accordance with Social Energy Limited’s Grid Services Agreement
- 23.2 If You do not have a Smart Meter installed, You will not receive all the Credits available (and will only benefit from grid balancing and self-consumption if You have consumed less Energy at Your Property).
- 23.3 To be eligible to receive Export Payments You must:
  - 23.3.1 Have a generation unit with a capacity not exceeding 5MW
  - 23.3.2 Be the owner of the generation unit e.g., solar panels.
  - 23.3.3 Have an approved meter that is able to record energy that’s exported to the grid, on a Half-Hourly basis, which we can communicate with, and an export MPAN
  - 23.3.4 Have the ability to opt out of FIT export payments
  - 23.3.5 Not be receiving SEG payments from another licensee
  - 23.3.6 You must comply with the obligations set out in these Terms.
- 23.4 As soon as the Battery and Smart Hub are installed at Your Property You can, via the App, switch Your Energy Supply from Your existing energy supplier to us. Once You have switched, we will send You, via email, confirmation of Your application and a welcome pack. The welcome pack will include all You need to know about Your Agreement, relevant policies and what happens next. It can take up to 21 days for Your Energy Supply to be switched from Your existing energy supplier to us. You must switch Your electricity supply to us in order to obtain Credits.

## **24 Ending Your Supply Agreement**

- 24.1 Terms and conditions regarding cancellation of Your agreement are contained within Social Energy Supply Terms and Conditions
- 24.2 You have the right to cancel this Agreement and Your relationship with us up to 14 days from the date we sent You confirmation of Your application and emailed You a welcome pack. We call this the cooling-off period. To do this, simply email us on [supply@social.energy](mailto:supply@social.energy) or contact us through the App. Your switch will be cancelled, and You will continue to be supplied by Your existing energy supplier.
- 24.3 If You cancel this Agreement and/or switch to another electricity supplier, You will no longer be eligible to receive Credits.

## **25 Smart Hub Benefits - Payment for Grid Services**

- 25.1 Provided You comply with these terms:

- 25.1.1 You will earn Credits from the date which falls one full Quarter after the date on which we started to Supply electricity to You at the Property; providing all other eligibility criteria are met. and
- 25.1.2 Such Credits will be paid to You monthly, occurring after the date referred to in paragraph above. If we do not have an up-to-date meter reading for the Energy Bill prior to the month when Your Credit is due, You will lose Your Credit until the period after You provide an actual meter reading.
- 25.2 You acknowledge and agree that if You switch Your Energy Supplier such that Social Energy Supply LTD is not Your Electricity Supplier, SEL will have no obligation to operate Your Battery and/or undertake the Grid Services and/or pay the Smart Hub Benefits to You.
- 25.3 You further acknowledge and agree that SEL (and its affiliates) makes no guarantee or assurance to You that You will achieve any particular level regarding energy savings, and/or credits to Your Energy Bill and/or reduction in carbon emissions.

## **26 Payments for Export**

- 26.1 We are not a mandated or voluntary Smart Export Guarantee (SEG) supplier. Our export tariff is offered separately to these regulatory schemes.
- 26.2 You agree and acknowledge that You will need to waive Your FIT Export Payment with Your existing FIT Licensee in order to receive the Social Energy Supply Export tariff.
- 26.3 You will be obliged to waive Your FIT Export Payment, where an export meter MPAN has been registered at Your Property because the electricity exported by Your Battery could affect the measurement of the amount of electricity You export.
- 26.4 If You opt into receiving the Social Energy Export tariff and do not opt out of the FIT Export Payments You may be subject to an investigation by Ofgem who will deem that Your FIT agreement with Your FIT Licensee is null and void. If Your FIT agreement is voided, You will lose any future FIT Generation Payments and may have previous payments reclaimed by Your FIT Licensee.
- 26.5 You will still be eligible to receive Your FIT Generation Payment regardless of whether You opt in to receive the Social Energy Export Tariff or not. The FIT Generation Payment is separate to what You are paid for Your Exported consumption. You may wish to discuss this with Your FIT Licensee.
- 26.6 If You decide to switch Your registered supplier for Your export MPAN from Social Energy Supply LTD at any time, we will only be liable for Export Payments up until the date on which You switch to another Licensee.
- 26.7 You may be able to opt back in to receive FIT Export Payments from Your FIT Licensee, but this will only be possible
  - 26.7.1 one year after opting out of Your FIT Export Payments
  - 26.7.2 and provided that You do not continue to use the Battery to supply electricity to the relevant distribution network.
- 26.8 If, for any reason, the Grid Services end before You can opt back in to receive Your FIT Export Payment, we will not compensate You for loss of any FIT Export Payments.
- 26.9 If You wish to cancel the contract after this date, the contract will end when You switch to another SEG Licensee. We will only be liable for Export Payments up until the date on which You switch to another SEG Licensee.
- 26.10 We will make Export Payments on a monthly basis once We've received a Valid Meter Reading(s).
- 26.11 We reserve the right to reduce, withhold or recover Export Payments if an error in relation to the Tariff and/or Export Payments has been made or if We believe You may be abusing the Tariff, or have provided Us with incorrect information.

- 26.12 If We are unable to obtain a Valid Meter Reading(s) from Your meter remotely, We will contact You to obtain one. It is Your responsibility to take Valid Meter Reading(s) and provide this to Us within 7 calendar days of Us contacting You. If We do not receive a Valid Meter Reading(s) within 7 days of Us contacting You, this may delay or stop any Export Payments associated with Your Generation Unit(s).

## **27 Grid Services Agreement**

- 27.1 In order to accrue Smart Hub Benefits You must agree to Social Energy Limited's Economy 24 - Grid Services Agreement.
- 27.2 Social Energy Limited will undertake services to increase or reduce energy demand for the electricity system operator, National Grid Electricity System Operator Limited ("NGESO") and others in the electricity industry in order to support stable, cost effective operations and the uptake of low carbon technologies (i.e., the "Grid Services".)
- 27.3 Social Energy Limited is the Smart Hub Controller. This means it will be able to, via the Smart Hub, (i) monitor energy generation and consumption at Your Property in real time, and (ii) charge and discharge Your Battery at its discretion; to undertake Grid Services, in return for which You will receive an enhanced export rate provided that You comply with the provisions of the Supply Terms and Conditions.
- 27.4 In order for the Smart Hub Benefits to accrue to You, You must:
- 27.4.1 comply with the Smart Hub Usage Obligations, and
  - 27.4.2 download the Social Energy App, and
  - 27.4.3 choose, via the Social Energy App, Social Energy Supply LTD to be Your Electricity Supplier.

## **28 Miscellaneous**

### **Transfer of Rights or Subcontracting**

- 28.1 In the event of a company restructure, change of ownership or another event required as part of our general course of business, we may transfer any of our rights or obligations under this Agreement and it may not be possible to notify You or seek Your permission beforehand.
- 28.2 In the event of a change of ownership, change of tenancy or any other change that may affect this Agreement or the Supply of Your Energy, You are not able to transfer any of Your rights and/or obligations under this Agreement without agreeing this with us
- 28.3 We may also subcontract anything we have agreed to do under this Agreement; however, we will still be responsible for our subcontractors. None of this affects Your rights under this Agreement,
- 28.4 If You are unhappy with any transfer or subcontracting of rights under this Agreement, then You can end this Agreement.

### **National Terms of Connection**

- 28.5 We are acting on behalf of Your Network Operator to make an agreement with You. The agreement is that You and Your Network Operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that You enter into this Agreement and it affects Your legal rights. The NTC sets out rights and duties for the connection at which Your Network Operator delivers electricity to or accepts electricity from Your home or business. If You want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF, call 0207 706 5137 or go to [www.connectionterms.co.uk](http://www.connectionterms.co.uk)

### **No Waivers**

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## **Notices**

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- 28.8 Notices to us under this Agreement must be sent via the App or by email to [supply@social.energy](mailto:supply@social.energy)

## **Invalidity**

- 28.9 If any part of this Agreement is void or unenforceable, the rest of this Agreement will be unaffected.

## **Governing Law & Jurisdiction**

- 28.10 This Agreement is governed by the laws of England if Your property is in England and Wales, in Scotland if Your property is in Scotland, and in Northern Ireland if Your property is in Northern Ireland. If there is any dispute between us, it will be dealt with by the courts of England if Your property is in England and by the courts of Scotland if Your property is in Scotland.

## **Entire Agreement**

- 28.11 This Agreement, any other agreements You receive from us, and any documents explicitly referred to in this Agreement, are the entire agreement between You and us.

## **Legal Rights**

- 28.12 Nothing in this Agreement affects our legal rights or powers. Nothing in this Agreement affects any of Your statutory rights that can't be excluded by law.