

## **Standard terms for supplying electricity and gas to Sainsbury's Energy domestic customers**

Effective from November 2019

Please note we have new Terms and Conditions from 7th April 2021, please go to our new Terms and Conditions if you have been notified that these apply to you.

'Sainsbury's Energy' is a trading name used under licence by PS Energy UK Limited a wholly owned subsidiary of Npower Limited. Electricity is supplied under this contract by Npower Limited and gas is supplied by Npower Gas Limited on behalf of PS Energy UK Limited. PS Energy UK Limited is the agent of Npower Limited and Npower Gas Limited for Sainsbury's Energy customers.

### **Glossary**

#### **Agents and service providers**

Agents provide services on our behalf to enable us to fulfil our obligations to you. Service providers provide services to us.

#### **Climate Change Levy or CCL**

The levy introduced by Schedule 6 of the Finance Act 2000, as amended from time to time.

#### **Domestic Customer**

Domestic customers are where:

the supply from us will be made to a property that is a dwelling; the supply of energy will be made to the customer who is also the occupier of that dwelling; and the supply will be used for domestic purposes.

If you are not confident that you meet all of the above criteria, you should take advice from your tax adviser. There will be tax and other consequences if you don't meet the above criteria.

#### **Energy Ombudsman (also known as ombudsman services: energy)**

An independent organisation that deals with customer complaints about energy supply.

#### **Gas Transporter**

A company who transports gas around the gas network.

#### **Liability**

What you and we are responsible for in law.

### **Local Network Operator or Network Operator**

The company which operates the local distribution network through which your electricity or gas is supplied.

### **Master Registration Agreement**

The agreement of that name required to be maintained pursuant to the electricity distribution license conditions, which sets out the change of supply process and meter point registration.

Meter

The device fitted to record the energy you use. It also includes any associated equipment.

### **Network Code**

The legal and contractual framework to supply and transport gas or electricity (as appropriate to the relevant code) which governs processes, such as the balancing of the system, network planning, and the allocation of network capacity through which energy is transported.

### **Npower group company**

Npower is part of a wider group of companies. The current 'Npower group' includes the following companies.

Innogy SE

Npower Group plc (company number 8241182)

Npower Commercial Gas Limited (company number 3768856)

Npower Limited (company number 3653277)

Npower Gas Limited (company number 2999919)

Npower Northern Limited (company number 3432100)

Npower Northern Supply Limited (company number 2845740)

Npower Yorkshire Limited (company number 3937808)

Npower Yorkshire Supply Limited (company number 4212116)

The address of innogy SE is Opernplatz 1, 45128 Essen, Germany.

The current registered office of the other companies in the Npower group is Windmill Hill Business Park, Whitehill Way, Swindon SN5 6PB

### **Ofgem**

The Office of Gas and Electricity Markets – they regulate Britain’s gas and electricity industries.

### **Sainsbury’s Energy**

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### **Prepayment meter**

A meter where you pay for your energy before you use it by adding money to a 'key' or card or by purchasing special tokens which are then inserted into the meter to provide credit

### **Priority Services Register**

A register of customers who z (including but not limited to a visual, auditory or mobility impairment), belong to a household which has young children, or any other characteristics requiring them to receive additional support from us.

### **Price/Pricing**

The rate or rates for each unit (kilowatt-hour or kWh) of electricity or gas (or both) that you use under this agreement (including any daily standing charge) plus any other charges.

### **Smart energy display (SED) or in home display (IHD)**

An in home energy usage monitor provided as part of the smart meter installation, for use only at that property, which wirelessly connects to your smart meter(s). It shows you how much energy you’re using in near real time as well as how much it costs.

**Smart meter**

A meter (and its associated smart energy display, communications hub and ancillary equipment) that records the amount of energy you use and can send this information to us remotely (removing the need for a meter reader to visit), as well as receiving information sent from us to the meter.

**Smart Meter Installation Code of Practice**

The code of practice of that name which governs the installation of smart meters. For more information about this code see <https://www.ofgem.gov.uk/ofgempublications/57316/smartmeteringinstallationcodeofpractice-pdf>.

**SMS (short message service) or text**

This is a text messaging service which allows fixed line or mobile phones to exchange short text messages.

**Subcontractor**

A person or company who carries out work for us.

**TRAS (Theft Risk Assessment Service) Fraud Prevention Agency**

The organisation appointed on behalf of the energy industry as required under energy suppliers licence conditions to provide a service to all UK energy suppliers to facilitate the prevention, detection and any subsequent investigation of energy theft (see the Privacy Notice for further details).

**Value Added Tax (VAT)**

This means Value Added Tax (VAT) as defined in the Value Added Tax Act 1994, and including all United Kingdom primary and secondary legislation, European Union Regulations and Directives and HM Revenue and Customs Extra Statutory Concessions and Notices being in respect of VAT and having the effect of law.

**We/Us/Our**

Npower Limited, or Npower Gas Limited, or PS Energy UK Limited (trading under the licensed name Sainsbury's Energy) as the context dictates.

## **Working day**

Any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a bank holiday.

## **You/Your**

The person taking the supply of gas or electricity (or both).

## **12 months, 1 year**

Means 365 days and excludes the 366th day in any leap year.

## **About these terms**

These terms cover two separate agreements.

- (1) Part A contains the terms of your agreement with us to supply you with gas or electricity or both.
- (2) Part B is a standard agreement between you and the local network operator who distributes electricity for us to supply to you. we are not your local network operator. The identity of your local network operator can be found on your gas or electricity bill.

## **Part A**

### **1. About this agreement**

#### **Standard agreement with Npower for supplying gas or electricity (or both).**

- a) These are the standard terms of our agreement with you. you may have agreed to extra non-standard terms depending on the promotion you signed up to or the terms of your pricing. Those non-standard terms have also been supplied to you as part of your welcome pack and form part of the agreement between you and us.
- b) If at any time (whether now or in the future) you request us to supply more than one property and we agree to do so, this agreement applies to all those properties for as long as we supply gas or electricity or both to all or any of those properties.

- c) By entering into this agreement, you agree that you are a domestic customer for all the properties you ask us (either online, via an agent or over the phone) to supply you with gas or electricity or both.
- d) If you stop being a domestic customer and become a business customer, you agree to let us know within seven days of the change taking place. This will allow us to arrange for your supply to be transferred either to Sainsbury's Energy's standard deemed business terms or a new supplier.

e) This agreement is based on the information you have given to us, either directly or through an agent. If:

- We cannot check any important information about you or your meter(s), the information available is not up to date, or the information you have provided is significantly inaccurate, false or misleading, or we cannot supply a customer with your type of meter(s) or metering arrangements, or
- Your meter(s) or metering arrangements or the smart data consent level you have selected (being monthly, daily or half hourly – see our fair processing notice document referred to as your “privacy notice” for more details of smart consent) are not suitable for the pricing or payment option you have chosen.

We can choose not to go ahead with our agreement with you which means we may terminate it. Where possible, we will offer you different terms to reflect your supply circumstances and/or offer you a different payment option. We will email or contact you to offer you any such alternative.

- f) We may ask you to change your meter(s) or metering arrangements before we can supply you if that is necessary to enable us to do so. You will need to arrange this (at your own cost) before we can begin supply or continue to supply you.
- g) If we provide you with incorrect prices we can choose not to go ahead with this agreement, which means we may terminate it and offer you the correct prices. If we do so you will be given the option to accept the revised prices and continue with your registration with us (if we spot the error in time) or, where you have already transferred over to us, we will notify you of the correct prices and the terms of clause 6 will apply.
- h) Where you are already a customer and we provide you with incorrect prices we will notify you of the correct prices and the terms of clause 6 will apply.
- i) In this clause references to “we” may (as applicable) also include any person acting on our behalf.

## **2. Who supplies your gas or electricity (or both)**

Npower Limited supply electricity and Npower Gas Limited supply gas to you on behalf of PS Energy UK Limited, their wholly owned subsidiary and agent. PS Energy UK Limited is trading with you under the licenced name Sainsburys Energy. Any npower group company may ask for or collect payment from you under this agreement.

## **3. When this agreement starts**

a. Each separate agreement for gas or electricity runs from the date that you accepted it on the phone or signed up online (either directly through our website or through an agent). If none of these apply to you, the agreement begins when you start taking the supply of gas or electricity or both. This is known as a deemed contract which will continue to apply until we or another supplier begins to supply you under an agreement that you have signed, accepted on the phone or, accepted online.

b. If we are taking over from another supplier, we must complete the transfer within either:

i. 21 days of the date you entered into an agreement with us (for example, if that date is the 6th of the month then we must complete the transfer either on or before the 27th of that month); or

ii. Where a cancellation period applies (see clause 4 for more details), which cannot be longer than 14 days, within 21 days of the earlier of either:

- The date on which the cancellation period ends (so you must be transferred on or before day 35 - for example, if you entered the agreement on the 6th of August then we must complete the transfer on or before the 10th of September); or
- The date we mutually agree that the transfer may proceed during the cancellation period (for example, if that date is day 6 of the cancellation period then we must complete the transfer either on or before day 27).

c. However, we do not have to complete your transfer within the periods set out above if:

- i. You ask for the transfer to take place at a later date;
- ii. You withdraw your request to transfer your supply by telling us that you no longer want to change supplier;
- iii. Your old supplier has objected to the transfer;
- iv. After taking all reasonable steps, we still do not have all the information we need from you to complete the transfer, and that information is not readily available from another source; or;
- v. After taking all reasonable steps, we are prevented from completing the transfer due to any other reason which is beyond our control.

- d. If the transfer has been delayed for one of the reasons set out at (c)iii, (c)iv or (c)v above, once that reason no longer applies, we will complete the transfer as soon as we reasonably can, and at the latest within 21 days of the date that the reason for the delay no longer applied (unless you no longer want to continue with the transfer).
- e. You agree to your old supplier giving us all your relevant details to help with your transfer.
- f. You as a customer can nominate someone to be an authorised person in relation to a property. This means that they can operate your account for that property with us and give us instructions for that property as if they were you, and you are responsible for any of their actions. you can authorise someone either online or by contacting our call centre.

#### **4. Changing your mind**

- a. You can cancel this agreement within 14 days (being the Cancellation Period) from the date you accepted it on the phone via an agent or applied online (where the first day of that 14 day period is the day after the date you accepted your agreement on the phone or completed signup online or via an agent).
- b. To cancel, contact us, saying you would like to cancel by either:
  - i. Writing to us at Sainsbury's Energy, 5th Floor, 125 Colmore Row, Birmingham, B3 3SD, United Kingdom; or, ii. Email us at [cancellations@sainsburysenergy.com](mailto:cancellations@sainsburysenergy.com); or iii. Phone us on 0800 088 4127 (should be free from all mobiles and generally free from all landlines).

You may also use the cancellation form which is available on our website (in our help section "Cancellation").

- c. We operate an online call centre at reasonable times to help answer any questions or solve any problems with your account. we will use our best endeavours to answer calls within a reasonable period of time and to respond to online help enquiries within 2 business days. If for some reason we don't succeed in meeting these targets you can contact us again or lodge a complaint. Details of our complaints process are set out at clause 31 below.

#### **5. Our prices and where to find them**

- a. The prices we charge were shown to you before you signed up and are also in the welcome pack we sent you when you signed up as a customer.

- b. You can also find details of our prices, charges and fees, other than those for the supply of gas or electricity, in clause 8 below or by calling customer services on 0800 088 4127 (should be free from all mobiles and generally free from all landlines).
- c. Our prices include Value Added Tax at the rate applicable at the time of our supply to you, as specified in UK legislation.
- d. If you have a dual fuel account with us:
  - i. You will receive combined gas and electricity bills (rather than receiving separate bills for each fuel) unless you specifically ask to have separate bills; and ii. You must make combined gas and electricity payments (rather than paying for each fuel separately).
- e. Any combined bill will show the charges for gas and electricity separately.
- f. If you move to a house supplied by us, you may not be able to transfer your pricing and/or any associated benefits. You should check the details of your promotion and any extra terms and conditions that apply.

## **6. Changes to our prices, fees or the terms of this agreement**

- a. Subject to any commitments we made to you when you joined under a promotional offer we may change our prices and fees, change or remove benefits, change the way we charge for gas and electricity (including by making any reduction in the amount of a discount that is applied to a unit rate or standing charge) or make a unilateral change to these terms and conditions.
- b. If we increase our prices or fees or make any other change to the terms of this agreement which disadvantage you, we will tell you about the changes in an appropriate form and at an appropriate time (leaving you reasonable time to avoid the changes should you wish to do so and to prompt you to make an informed choice in light of the proposed change(s) before they take effect. If you do not wish to accept the changes, you may end this agreement and change supplier. The changes we make will not apply to you as long as:
  - i. No later than 20 working days after (but not including) the date on which the increase in the prices or fees or any other unilateral change to the terms of this agreement takes effect we have received notification under the Master Registration Agreement (for electricity) or the Network Code (for gas) or both, that another supplier will begin to supply your home within a reasonable period of time and the supplier does so; or

- ii. You have entered into a new agreement with us which comes into effect no later than 20 working days after (but not including) the date on which the price or fee change or any other unilateral change to the terms of this agreement takes effect.
- c. If you owe us money and we object to you transferring your supply to another supplier, you must pay us any money you owe within 30 working days of us telling you that we object to the transfer. As well as paying this money, you should also get in touch with your new supplier to make sure that they will register you as their customer within the 30-working-day period. If you don't pay the money you owe within 30 working days, the changes to the price or fee we told you about will apply.
- d. When we change prices, we will either estimate the meter reading on the date the price change takes place or if you have a functional smart meter and we are able to do so, take a remote reading at the relevant time. We'll use this reading to work out your charges at the old prices up to the date we change the price (unless you give us an actual meter reading on that date in which case we will use that to work out your charges). We will then use the new prices from the date the price change takes place.
- e. If any change or cost is imposed by us or as a result of any action, order or decision, or imposition by any governmental or statutory body and, in particular, if there is any change in the rate of VAT chargeable in respect of the gas or electricity or both we supply, this will cause our charges to change and may increase the charges you pay. An increase in these circumstances will not be subject to the provisions of this clause 6.

## **7. Meter readings**

- a. Unless you have a functional smart meter that can provide us with your meter readings remotely you must give us meter readings every month. This will help us to make sure your bills are as accurate as possible. Help on how to read your meter can be found in the help section at <https://www.sainsburysenergy.com/help-support/>. You can login into our website or mobile app and enter a meter read or call our customer call centre on 0800 088 4127 (should be free from all mobiles and generally free from all landlines).
- b. When we produce your monthly bill (see clause 9), we will, if possible, use a meter reading that we (either via a metering agent) or remotely if you have a smart meter) or you have taken (this is an 'actual meter reading').
- c. If no actual meter reading is available, we will produce a reasonable estimate of usage at your property. You agree to pay the estimated amount or give us an actual meter reading. We can send a new bill based on the actual reading if you would like us to or if the reading is very significantly different, but in any event, we will use this reading when we work out your next bill (unless a further actual meter reading is provided).

- d. Where we supply you with both gas and electricity and you do not have a functional smartmeter and want to update your energy usage you must give us meter readings from both meters even if only your gas or electricity usage has been estimated. If we are supplying you with gas and electricity but do not receive meter readings for both fuels, the fuel without an actual meter reading will be estimated when we next send you a bill. When we receive an actual meter reading from you or a meter reader which shows us that any previously estimated meter readings we used to prepare your bills may have been significantly over or underestimated, we may cancel and replace the relevant bills.
- e. If there has been any price change, we will use the relevant prices before and after the pricechange when working out the new bill. This will be based on our revised reasonable estimate of the meter reading at the date of that change, unless you provide us with your meter reading at the date of the price change.
- f. If your home shares an unmetered supply of gas or electricity (or both) with other properties(for example, electricity used in shared parts of a building divided into flats), we may estimate the amount of gas or electricity (or both) used and charge you an appropriate share.
- g. If, in our reasonable opinion the meter reading you provide is not accurate, we will not use it, but we may try to contact you to get a new meter reading to use instead.
- h. If, for any reason, your meter does not register any gas or electricity used, you agree to pay the amount that we reasonably estimate you have used.

## **8. Fees and other costs**

- a. We may charge fees to recover any reasonable costs of collecting payments from you. These may include the following:
  - i. Costs we pay to recover money you owe us, which may include costs of visiting your home(unless the reason for the visit is beyond your reasonable control); ii. Administration costs involved in collecting your debt (including the cost of any phone calls made to you by us or our agents); iii. Costs of applying for and getting a warrant of entry and carrying it out; iv. Costs of tracing you if you have moved and not given us a forwarding address;
  - v. Any reasonable costs we have to pay if a Direct Debit, credit card or debit card payment is rejected because there is not enough money in your account.

b. We will charge to recover any reasonable costs of the following:

- i. Costs of moving your meter, unless you are unless you are of pensionable age, chronically sick or have an impairment, disability, or long term medical condition (including but not limited to a visual, auditory or mobility impairment) or any other characteristic we identify as being relevant;
- ii. Repairing or replacing a damaged meter or meter seals, if the damage is your fault;
- iii. Disconnecting or reconnecting the supply if you ask us to;
- iv. Carrying out a meter accuracy test if you ask for this and we do not find a fault with the meter(which may include the costs of any visits to your home where we do not find a fault with the meter);
- v. Getting a special meter read, if this is necessary or you ask us to get one;
- vi. Getting a warrant to enter your home if you refuse to let us in, and reasonable costs related to entering your home with the warrant;
- vii. Dealing with something you do that breaks the terms of this agreement;
- viii. If we have to connect or reconnect your meter in accordance with clauses 22 or 23 below.

c. If you ask us to change your meter due to circumstances other than the ones set out in clause 8(b) above, then it should be free of charge (and will always be free if you are of pensionable age, chronically sick or have an impairment, disability, or long term medical condition (including but not limited to a visual, auditory or mobility impairment) or any other characteristic we identify as being relevant and cannot safely and easily use your existing meter) but we, we reserve the right to charge you if you request more than two single or two dual fuel meter exchanges within a 12 month period of the original exchange (and your circumstances haven't changed).

d. We may deduct any charges you owe under this contract for fees and charges using the bank account you have authorised us to deduct money from or the debit card or credit card you have authorised us to charge.

## **9. When payment is due**

a. We will send you a bill in a form and a frequency that is sufficient to enable you to understand and manage the costs associated with your tariff and the electricity and/or gas that you consume. Payment is due when we bill you but we will give you a reasonable amount of time to pay. you must pay the amount shown on your bill in full on or before that date unless

we have agreed a different payment arrangement with you. Once a demand for payment has been made (i.e. you have been billed) if that bill remains unpaid for a period of at least 28

days, we have the right to object to you transferring to another supplier until you have paid your account in full.

- b. If there is a genuine dispute about any amount, you must pay the amount you agree you owe. When we have settled the matter, we will adjust the bill as appropriate. If you are entering into this agreement together with other people (such as your partner), you are each responsible for paying all amounts until they are paid in full. If you owe us money (including in relation to another property where we have supplied you) we will use any payments you make to pay off the oldest debt first.
- c. We will not accept payment other than by our specified payment methods.
- d. If you fail to pay your bill or we believe that you are at risk of failing to make the payments that are due to us, we will assess your ability to pay and where appropriate we may change the frequency at which you receive your bills. We will notify you before we make this change.

#### Backbilling

- e. When we issue a bill we can only seek to recover charges for the electricity or gas (or both) used in the last 12 months, unless;
  - The bill was sent prior to 1st May 2018, or
  - We have previously issued a compliant bill and we are seeking payment for previously billed charges, or
  - You behave in an obstructive or manifestly unreasonable way (for example you do not allow us access to your meter(s) to read them without good reason or you are behaving unlawfully by stealing electricity or gas or, where you own your meter you fail to keep it in proper working order), or
  - Any other circumstances specified by Ofgem

#### **10. Instalment plan and payment scheme**

- a. If you cannot pay your bill, we may offer you an installment plan. This plan will spread the money you owe us over a period of time and at a rate that should be affordable for you. It is a condition of the installment plan that you also agree a payment scheme to pay for your energy use. you can pay off the full amount you owe at any time before the installment plan ends.
- b. While you still owe us money under your installment plan, you may not be able to

changesupplier. If you move home, you will have to pay us the full amount you still owe under the installment plan, unless you ask us to transfer the amount over to your new address and you continue to take your supply from us. we will set up a new payment scheme and installment plan for your new address.

c. If you fail to make any payment due under the installment plan, the plan will automaticallyend, and you will no longer be able to be a Sainsbury's Energy customer and we can transfer you to a Npower group company to be supplied as a prepayment customer under that Npower group company's standard pricing. your charges may increase under this arrangement. we will advise you if this is likely to occur and discuss your further options with you. we may also, where appropriate:

i. Ask you to repay the total amount you owe us straight away; or

ii. Increase the weekly rate at which you are paying off the debt (we will tell you about thisbefore we do so); or iii. Seek to recover that debt by an alternative means (for example we may

agree anotherpayment method with you); or iv. Take action against you through the courts to recover the debt.

## **11. Refunding money we owe you**

We may keep any money we owe you and use any payments you make or any security deposit you have paid, to reduce any debt you owe us. we may do this if the debt is to do with supplying gas or electricity (or both) or otherwise owing to us under the terms of your agreement. This will include any special terms you have agreed to. The amount we keep will not be more than the amount you owe us.

## **About your meter**

### **12. Who owns your meter and any related equipment?**

a. Unless you have chosen to fit your own meter and any related metering equipment (whichmust meet certain standards and be fitted in accordance with industry procedures otherwise it may be removed by us or our agent) in which case you own the meter, a service provider (such as a metering agent or the network operator) owns your meter and any related equipment supplied with it (such as a display unit supplied with a smart meter), even when it is installed at your property. If they transfer your meter to another

service provider, you agree that both you and the new service provider will continue to have the same rights and obligations as before.

- b. Generally, you will be responsible for all the pipes, wiring and equipment on your side of the property beyond the meter installed at your property and we are not responsible for those nor for their safety. Exceptionally there may be equipment beyond the meter which you are not responsible for. you are also responsible for the meter housing including any external meter boxes (including the doors and covers) except for the cost of simple repairs to the meter boxes which may be undertaken as part of the installation of a smart meter at your property.

### **13. Damage to the meter**

- a. You must take reasonable care to make sure that the meter is not interfered with or damaged.
- b. If you notice any damage to your meter, or if you suspect that someone has interfered with your meter, you must tell us as soon as possible. Report any damage to your meter using this telephone number – 0800 088 4127 (should be free from all mobiles and generally free from all landlines).

### **14. Position of the meter**

Our meter readers must have easy access to read your meter. The meter must also be in a safe, secure and weatherproof position. If it is not, or is not easy to get at, you must provide a suitable position and allow us to move the meter. you agree to pay our reasonable costs for moving the meter unless the unsuitable position was our fault, or you are on, or eligible to be on, or are of pensionable age, chronically sick or have an impairment, disability or long term medical condition (including but not limited to a visual, auditory or mobility impairment) or any other characteristic we identify as being relevant.

### **15. Access to your meter**

You will need to give us reasonable access to read, install, test, inspect, repair, remove or replace your meter when necessary. If we are unable to do so remotely we may also need access to convert your meter, to cut off or reconnect your supply.

## **16. Smart meters (which includes the SED, communications hub and any ancillary equipment)**

a. If you agree to have a smart meter installed, we or our agent will contact you to arrange a convenient appointment for the installation to take place. If we or our agent are not let into your property for the appointment we have agreed with you to install the smart meter, we may

charge you the costs of that visit, unless you gave us at least 48 hours' notice that the agreed time was no longer convenient. When we (or our agent) installs your smart meter we will follow the Smart Meter Installation Code of Practice. A copy of the Code can be found on [https://www.ofgem.gov.uk/sites/default/files/docs/2013/04/smart\\_metering\\_installation\\_code\\_of\\_practice\\_0.pdf](https://www.ofgem.gov.uk/sites/default/files/docs/2013/04/smart_metering_installation_code_of_practice_0.pdf).

b. The smart meter and the smart energy display that we or our agents have provided free of charge or by way of a replacement will be owned by us at all times. If you move house you must leave the smart energy (in home) display in the property unless it is a display unit that you have purchased for your own use in which case you may remove it from the property.

c. If you had a smart meter installed by your previous supplier we will treat it as a traditional credit meter until such time as we notify you that we are able to utilise its smart functionality. If the smart meter is operating in prepayment mode and you wish to continue on a prepayment pricing plan then we will, refer you to an Npower group company who, if they are able to accept you as a customer, will supply you as a prepayment customer on their standard pricing. In that case you will be supplied by that Npower group company as a prepayment customer on their standard pricing. Your energy supply will be uninterrupted but your charges may be higher. We will discuss your options with you before this occurs. Once the appropriate smart functionality is available to us and we are able to arrange for your meters to be changed back to smart meters set in prepayment mode, you will be contacted to discuss your options.

d. Once a smart meter is installed and the smart functionality is available for us to use (which we will notify you about) we will be able to take meter readings, diagnose any technical problems (as we will receive various alerts from the meter that will let us know if something is wrong including if your meter has been tampered with in some way), update your meter and energy use (to the level we are allowed to or you consent to), without visiting your property. We will use those readings to work out the bills that we send you in accordance with clause 9. We can also, without visiting your home, disconnect your supply (but only if the circumstances set out in clause 23 apply).

## **17. Who owns your meter and any related equipment?**

a. Unless you have chosen to fit your own meter and any related metering equipment (which must meet certain standards and be fitted in accordance with industry procedures otherwise it may be removed by us or our agent) in which case you own the meter, a service provider (such as a metering agent or the network operator) owns your meter and any related equipment supplied with it (such as a display unit supplied with a smart meter), even when it is installed at your property. If they transfer your meter to another service provider, you agree that both you and the new service provider will continue to have the same rights and obligations as before.

b. Generally, you will be responsible for all the pipes, wiring and equipment on your side of the property beyond the meter installed at your property and we are not responsible for those nor for their safety. Exceptionally there may be equipment beyond the meter which you are not responsible for. you are also responsible for the meter housing including any external meter boxes (including the doors and covers) except for the cost of simple repairs to the meter boxes which may be undertaken as part of the installation of a smart meter at your property.

## **18. Ending this agreement, Moving home and your responsibility for the energy charges**

a. You may end this agreement at any time (subject to the payment of any early termination fee notified if you wish to terminate this agreement prior to the end of any fixed term period associated with your tariff). If you are moving home, you must ensure you comply with i and ii below:

i. You must give us at least two working days' notice before you move home. you can do this by calling our call centre on 0800 088 4127 (should be free from all mobiles and generally free from all landlines). or online via your online account. For more information refer to our help section at <https://www.sainsburysenergy.com/help-support/>. you must also give us details of your new address and your final meter readings so that we can send you a final bill. If you have given us the correct notice, your agreement with us will end on the date you move out of the property. If you fail to give the correct notice, your agreement will end either:

- Two working days after you tell us that you have moved; or
- 

When someone else takes over the supply; whichever is first.

ii. Until your agreement ends, you will still be responsible for paying for any gas or electricity (or both) used at your old home. This means if you delay in telling us about your move, you may have to pay for any energy used during the period when nobody else was registered as taking the supply. If you do not give us your new address and we have to pay costs to trace you, we may add these costs to your final bill.

## **19. Your right to end this agreement**

a. Your agreement with us will end if and when:

i. You change supplier and the new supplier starts to supply your home; ii. We start to supply you under a new agreement; iii. We lose our licence to supply gas or electricity (or both); iv. We end this agreement as described below; or

v. The supply is cut off because it is no longer needed.

b. Until then, this agreement will continue to apply and you must pay for all gas or electricity (or both) used up until it ends.

c. You may end your agreement with us at any time as described above under 'Ending this agreement' and below in 'transferring to a new supplier'.

## **20. Transferring to a new supplier**

a. You may transfer to a new supplier at any time subject to the following:

i. If you want to transfer to a new supplier, we can prevent the transfer if:

- You tell us that you have not entered into an agreement with another supplier and you want us to prevent the transfer;
- You owe us money;
- Your proposed new supplier agrees that the transfer was a mistake; or
- Your proposed new supplier does not apply to transfer all the related electricity meters at the property on the same day.

ii. We will take all reasonable steps to send you your final bill within 2 weeks of the transfer to your new supplier being completed. If we receive further information that allows us to correct a mistake in your final bill, we will send you a corrected final bill as soon as possible after we receive the further information.

iii. There is no charge for transferring to a new supplier, and we will do everything reasonably possible to help with the transfer. You may have to pay an exit fee if it applies to the promotion you signed up to us under. Any termination of this agreement prior to the end of any fixed term period associated with your tariff may require the payment of any early termination fee notified to you.

## **21. Our right to end this agreement**

- a. We may end this agreement by giving you 28 days' notice in writing.
- b. We may end the agreement immediately in the following circumstances:
  - i. If you have failed to pay for your gas or electricity (or both), cannot pay your debts, and you have refused our offer of letting you pay in installments;
  - ii. If you break the terms of this agreement in any other way which would reasonably be considered to be serious (for example, you tamper with your meter).
  - iii. If we lose our licence to supply gas or electricity (if this applies).

## **22. Transferring your details and, where applicable, a debt to a new supplier**

- a. We may give your new supplier any relevant details to help with the transfer. If you owe us money, we may object to your transfer. Alternatively, we may agree with your new supplier to transfer the debt (if it is below a pre-set industry value) to your new supplier for them to collect. Provided you do not object, we will give them full details of the amount you owe and provide any information that is required to enable the transfer of the debt to proceed. If you do object to this information being provided we will not be able to continue with the transfer.
- b. Ofgem can withdraw our supply licence in certain circumstances. To make sure you do not lose supply, Ofgem may give a 'last resort supply direction' to another supplier to take over the supply from us. If this happens, your agreement with us would end on the date the Ofgem direction took effect.

## **23. Cutting off your gas or electricity (or both)**

- a. We have the right to cut off your gas or electricity (or both, if we supply you with both) in certain situations only. We may do this in the following circumstances:
  - i. If you have failed to pay for your gas or electricity (or both) and you have refused our offer of paying in instalments or transferring to a prepayment meter (if available) in accordance.
  - ii. If it is not reasonable, in all the circumstances, for us to supply you, and we give you seven days' notice that we are ending this agreement and cutting off your gas or electricity (or both).

- b. We will not cut off both your gas and electricity unless this is for a reason which applies to both gas and electricity. For example, if you have failed to pay for your electricity, but have paid for your gas, we will not cut off your gas supply (as long as there is no other reason for cutting off your gas supply).
- c. You must pay our reasonable costs if we have to cut off or reconnect your supply for any of the reasons described in this clause 23. Those costs may include the cost of visits to your home.

## **Emergencies**

### **24. Restricting or cutting off your supply in an emergency**

- a. We may cut off your supply if we have to do so by law or in an emergency, or as a result of other circumstances beyond our control.
- b. If we supply you with gas, we and the gas transporter who operates the network through which the gas is supplied to you also have the right to tell you to restrict or stop your use of gas if we or the gas transporter have to do so by law or in an emergency. You must then follow our instructions. Where applicable, if you receive such a request, you may be entitled to a compensatory payment and if you are we will ensure it is paid to you as soon as reasonably practicable after we receive it from the party liable for funding that payment.
- c. In an emergency, you must allow us, and anyone we authorise, safe access to your meter at any time.
- d. Where it is reasonable in the circumstances for us to charge you, you must pay our reasonable costs if we have to cut off or reconnect your supply for any of the reasons described in this clause. Those costs may include the cost of visits to your home.

## **More about this agreement**

### **25. Limits on liability**

- a. Nothing in this agreement removes our legal liability for death or personal injury caused by our negligence. This agreement does not affect any rights you have by law, including your rights under the Consumer Protection Act 1987.
- b. Except for liability for death or personal injury, as set out above, we are not legally responsible under this agreement for:

- i. Any losses that are not our fault, or that we could not have reasonably expected when we entered into this agreement; or
- ii. Any business losses (for example, wasted expenses or loss of profit, income, opportunity, contract or goodwill).
- c. If you suffer any loss or damage our responsibility to you will be limited to £100,000 for each event or series of related events.
- d. Each individual sub-clause in this clause 25 applies separately. If we are told by a court or similar body that we cannot rely on a sub-clause then the other sub-clauses will still apply.
- e. Our customer billing platform is licensed to us by Flux UK Limited. Except where Flux UK Limited is liable to you under the law, all liability it may have to you, whether under this agreement, in tort (including negligence) or otherwise, is excluded, as much as the law allows.

## **26. Complying with Acceptable use Policy**

As part of our energy supply being an online proposition you are required to comply with our Acceptable use Policy, which is set out in full at [sainsburysenergy.com/acceptable-use-policy](https://sainsburysenergy.com/acceptable-use-policy). It covers matters such as security, not taking harmful actions in respect of the customer billing platform such as not being offensive and derogatory, not damaging, reverse engineering or attacking our customer portal. If you (or any other person accessing or using our customer billing platform via your account or your login and/or security details) are in any way non-compliant with the Acceptable use Policy:

- a. You must immediately cease the non-compliance, and use your best efforts to remedy the effects of such non-compliance;
- b. Your access may be suspended or revoked;
- c. Your Sainsbury's Energy account may be terminated; and
- d. We may, and the licensor of our customer billing platform Flux UK Limited may, take such other action as we or it considers appropriate in the circumstances.

## **27. Transferring our rights or subcontracting to another supplier**

We may transfer any of our rights under this agreement to any other organisation. we may transfer any of our responsibilities to any other licensed supplier of gas or electricity (or both). we will tell you as soon as we reasonably can if we transfer any rights or responsibilities to another organisation. we may also subcontract anything we have agreed to do under this agreement. However, we will still be responsible for anything carried out by our subcontractors. None of this affects your right to end the agreement as described above under

'Ending this agreement'. **28. Law**

In any dispute, the law of England and Wales applies to this agreement if your home or property is in England or Wales, and Scottish law applies to this agreement if your home or property is in Scotland.

## **29. Circumstances beyond our reasonable control**

Neither you nor us will be responsible for failing to observe the terms of this agreement (other than any failure to pay) if that failure is caused directly by:

- Circumstances beyond your or our reasonable control; or
- You or us doing anything which we have to do by law.

## **Using your personal information**

**30. How we use your personal information is set out in full in the document entitled privacy Notice a copy is available at <https://www.sainsburysenergy.com/legals/privacy-notice.html>**

## **Service levels and complaints**

### 31. How to make a complaint

- a. We know things can sometimes go wrong, and we take complaints very seriously. So if you're not happy with the service you've received, we'll always do our best to put things right. If you have a complaint, contact us:

**Call:** 0800 088 4127 (should be free from all mobiles and generally free from all landlines).

Online: use the Contact us form on our website or in the main menu of our mobile app

**Email:** [complaints@sainsburysenergy.com](mailto:complaints@sainsburysenergy.com)

**Write:** Sainsbury's Energy, 5th Floor, 125 Colmore Row, Birmingham, B3 3SD.

- b. We'll do our best to settle your complaint within 10 working days. If it takes longer than this, we will tell you the likely timescale and keep you informed of our progress throughout. When we've completed our investigations, we will explain what we have found and what we propose to put things right.
- c. If you have followed steps a and b above, but we're still unable to reach a conclusion, the callcentre staff will pass your concerns over to our Call Centre Manager for review. At this point, we'll take another look at everything that's happened up to this point and then send a Final Response letter that explains our conclusive position.

### Independent Advice

- d. You can obtain independent advice at any stage during the complaints process from the Citizens Advice consumer service which provides free, confidential and impartial advice on consumer issues so that you know your rights as an energy consumer.
- e. There is also a 'Know your Rights' leaflet, which has been produced by Consumer Futures in partnership with Citizens Advice and Citizens Advice Scotland. It provides information about where you can get independent information and advice about: your energy supply; how to get a better deal; reducing your energy bills; how to make a complaint; or help if you are struggling to pay your bills.
- f. To find out more and to get up to date information visit:  
<https://www.citizensadvice.org.uk/consumer/energy-supply/complain-about-an-energycompany/complain-to-your-energy-supplier/> or call the Consumer Advice helpline on 03454 04 05 06 or for Welsh speakers 03454 04 05 05.

## **Ombudsman Services: Energy**

g. If you have followed the steps in our complaints process in full and your complaint still hasn't been settled or resolved within eight weeks, or if we have sent you a Final Response letter and you still are not happy, you can take your case to the Ombudsman Services: Energy (see <https://www.ombudsman-services.org> or call 0330 440 1624).

The Ombudsman Service: Energy is a free, independent service which investigates customer complaints in a fair and unbiased way – their decision is binding on us.

Please note, the Ombudsman Service: Energy will not consider your case unless you have first followed our complaints process. Alternatively, if you bought your energy online, you could use the Online Dispute Resolution (ODR) Platform at <http://ec.europa.eu/consumers/odr/> to try to settle the dispute by completing the online form. Please do not do this until you have followed our internal complaints process as set out above. As part of the ODR process we need to agree with you which dispute resolution body needs to hear your complaint. If we cannot agree then your complaint will not be processed further - please see the site for more information.

### **32. Providing information on the electricity and gas you use**

a. You can ask us to send you, another supplier, or any other person, information about the amount of electricity or gas you have used (your historical consumption data):

i. In the previous 12 months; or ii. since we've been supplying you (if you have not been a customer for at least 12 months).

You can also ask for your supply number or meter point reference number. We will send the information as soon as we reasonably can. This information is also always available through your online account. If you have a smart meter you can ask us to provide you with information about the amount of electricity or gas supplied to your property in each day, week, month, and year (your relevant consumption data) for whichever is the shorter period;

- of 24 months prior to the date on which you access the data;
- starting from the date on which you became the customer at the premises and ending on the date on which you access the data;
- starting from the date on which we became the supplier at your premises and ending on the date on which you access the data; or;
- starting from the date your smart meter(s) was/were installed at your property and ending on the date on which you access the data.

We will provide this data in a readily understandable format, free of charge via:

- i. The internet; or
- ii. Where we are not able to provide access via the internet, via a device provided, free of charge, by the us to you (which may be via your smart meter in home display) for the purposes of meeting your request.

### **33. Levels of service**

We aim to treat you fairly and provide a service that meets your needs. we must tell you about various standards of service, including Guaranteed Standards (which relate to our supply to you and cover your meter switching suppliers, final bills and credit balances) and bill).

- The Guaranteed Standards relate to the following:
- The accuracy of meters
- Making and keeping appointments
- Faulty prepayment meters
- Switching suppliers (including identification, investigation and resolution of erroneousswitches)
- Final bills and refunding credit balances
- Compensation payments

#### **The Overall standards relate to the following:**

- Putting supplies back on
- Repairing prepayment meters
- Changing meters
- Moving meters

A copy of our standards is available on our website and they include the guaranteed standards that apply to your gas transporter and your local electricity distribution company, along with any compensation payments that apply if those standards are not met.

If we fail to meet our Guaranteed Standards and Overall Standards (for example, by not performing a specific task or keeping an appointment) we will have to pay you a set level of compensation.

As well as the Guaranteed Standards, we also have statements of service relating to providing you with the help that you may need. These statements are explained at

<https://www.sainsburysenergy.com/legals/guaranteed-standards-of-performance.html>

- **Paying for gas and electricity.**

This explains how to apply for a gas or electricity supply, when we may ask for a security deposit, when we will send you a bill, what to do if you have a question about your bill, how you can pay your bills, and how we can help you budget for your bills or help you if you have difficulty paying.

- **Prepayment meters**

This explains how you can pay through a prepayment meter, what a prepayment meter is, the advantages and disadvantages of prepayment meters, how to ask for a prepayment meter, how the meter is installed, how to put credit onto the meter and what to do if you lose your card or key and need to buy credit.

- **Using electricity and gas efficiently in your home**

This explains how to use electricity and gas more efficiently in your home, how you can work out how much energy you are using, how you can make savings on your energy bills, grants available to help make homes more energy efficient, and who to contact if you are having problems paying your bill.

- **Extra support**

This explains the services available to customers, who qualify for the Priority Services Register, such as the checks you should make before you let anyone into your home, meter readings, what to do if you are having difficulty paying your bill and what to do if you smell gas.

- **Visiting your home**

This explains why we sometimes need to visit you, when we will do so, and how to check the identity of our agents to make sure they are genuine.

You can also find information about the “Code of practice for accurate bills” or “billing code” online at [Code of practice for accurate bills](https://www.sainsburysenergy.com/legals/guaranteed-standards-of-performance.html). The billing code sets out the minimum standards we must follow as well as the responsibilities of all energy suppliers (through their license conditions and other obligations) as well as your responsibilities (such as providing regular meter readings).

You can get more information or details about the Guaranteed Standards, or our service from our website at <https://www.sainsburysenergy.com/legals/guaranteed-standards-of-performance.html> or by calling customer services on 0800 088 4127 (should be free from all mobiles and generally free from all landlines).

### **34. Your supply**

The quality of your gas or electricity supplies (or both) and making sure they are continuous

- a. Local network operators distribute the electricity or transport the gas that we supply to you (or both). They are responsible for the quality of the supply and for making sure that the supply to you is continuous, without interruptions, through the local network. This is not our responsibility as it is outside our reasonable control.
- b. You have a separate connection agreement with the local electricity network operator, as described in part B below.

### **35. New connections**

If you need a new electricity or gas connection (or both) to your property, you will need to contact the relevant local electricity distribution company or gas transporter (or both) for your area.

## **Part B – Electricity only**

### **36. About this part of the agreement**

This part of the agreement is between you and your local network operator, to distribute electricity across a network so that we can supply electricity to you. The terms that will apply to you are shown below ('National Terms of Connection').

### **37. National terms of connection**

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 is a legal agreement. It sets out rights and duties in relation to 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. Phone: 020 7706 5100, or see the website at [connectionterms.co.uk](http://connectionterms.co.uk).

### **38. About the electricity supply**

a. The local network operator is responsible for the characteristics of your electricity supply. The electricity delivered to your home through the network will normally be at one of the voltages shown below. It will have the following frequency, number of phases and margins of variation associated with it.

i. Connection voltage and permitted variations: at 400/230, 460/230 and 230 volts, plus 10% or minus 6%; ii. Number of phases of supply: at 400/230 volts, three; at 460/230 volts and 230 volts,

iii. One frequency of supply and permitted variations: at all voltage levels, 50 hertz, plus or minus 1%.

b. If you need more explanation about these figures, please call your local electricity network operator who may be listed in your phone book under electricity distributors.

### **The Direct Debit Guarantee**

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

If there are any changes to the amount, date or frequency of your Direct Debit, Sainsbury's Energy will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Sainsbury's Energy to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit, by Sainsbury's Energy or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.

If you receive a refund you are not entitled to, you must pay it back when Sainsbury's Energy ask you to.

You can cancel a Direct debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.