



Domestic Terms & Conditions

Version 1.5 | 6 October 2017

Summary of Principal Terms

Changes to the Contract

If We need to make any changes to the Contract between You and Us that could be to Your disadvantage, We will tell You about these changes at least 30 calendar days before they come into effect. We will also give You the option of switching to another Tonik Energy Tariff or to another supplier without having these changes applied to You if You wish.

Changing Supplier

If We Supply You with Energy under a Variable Tariff or a Deemed Tariff, You can switch to another supplier at any time with no penalty. If We Supply You with Energy under a Fixed Term Tariff there may be an Exit Fee payable if You switch to another supplier in the period before We send You Your Statement of Renewal Terms.

Charges

Our Charges to Supply You with Energy are detailed in the Welcome Pack sent to You which forms part of the Contract between You and Us. The Charges are made up of a Unit Rate and a Standing Charge. The Unit Rate is the Charge for each kilowatt hour (kWh) of electricity or gas that You use. If We Supply You with Energy under a Time of Use Tariff, then the Unit Rate may be different at different times of day. The Standing Charge is a fixed amount per day for Us to deliver Energy to Your Property and is payable whether or not You use any electricity or gas.

Flexible Direct Debit Tariff

This means monthly payment by Direct Debit or by Continuous Payment Authority where We tell You Your Advised Direct Debit Amount for Your Flexible Direct Debit Tariff. You may then set Your monthly Direct Debit payment or Continuous Payment Authority payment for Your Flexible Direct Debit Tariff to between 90% and 150% of the Advised Direct Debit Amount as long as Your account remains in credit.

Moving Home

If You move into a Property that is supplied with Energy by Tonik Energy, please contact Our customer care team to provide Us with Your details along with a Meter reading. If You move out of a Property supplied by Tonik Energy, please contact Our customer care team at least 2 Working Days before the day You move out to give Us a final Meter reading.

If You do this Your Contract with Us will end on the date that You move out and We will use the final Meter reading that You gave Us to produce Your final bill.

If You do not let Us know that You are moving out of your Property You will continue to be liable for any Energy used at your Property until We become aware or are informed that someone else has moved in or taken over responsibility for this.

You can also move Your Tonik Energy Tariff to the new Property if You wish to continue to be supplied by Us.

Prepayment Meters

We may install a Prepayment Meter at Your Property if You ask Us to do so or if We have reached an agreement with You for You to repay an outstanding debt to Us by means of a Prepayment Meter. We may also install a Prepayment Meter at your Property as an alternative to disconnecting Your Energy Supply should this be required.

Price Changes

If We do not Supply You with Energy under a Fixed Term Tariff and we need to increase Our Charges for the Supply of Energy to Your Property, We will tell You about this price increase at least 30 calendar days before it comes into effect. We will also give You the option of switching to another Tonik Energy Tariff or to another supplier without having this price increase if You want to. If You don't have a Fixed Term Tariff with us and we decrease Our Charges for the Supply of Energy this will take effect when We tell You.

Right to Cancel

If You agree to be supplied by Tonik Energy, You have 14 calendar days from the date on which the Contract was agreed when You can contact Us to tell Us that You want to cancel the Contract and remain with Your current supplier.

Security Deposit

We may, at Our discretion, ask You for a Security Deposit. If We do, You must pay the Security Deposit to Us by the date we ask You to. We will give you a reasonable period of time to pay Us. The Security Deposit will be returned to You at the end of 6 months as long as You do not miss any payments when they are due. We will not pay any interest on any amount that We hold as a Security Deposit.

If You miss any payments while We hold the Security Deposit, We may, at Our discretion, use this to cover any debt that You owe us and ask You for a further Security Deposit.

Standard Direct Debit Tariff

This means monthly payment by Direct Debit or by Continuous Payment Authority where We tell You Your monthly payment amount for Your Standard Direct Debit Tariff. The amount will be determined by Us with reference to Your tariff and Your historic or estimated Energy use. You agree that We may increase the monthly Direct Debit or Continuous Payment Authority payment amount for Your Standard Direct Debit Tariff by up to 25% to cover additional usage in the winter months (October to March inclusive) to make sure that Your account remains in credit.

Defined Terms

The following words or phrases, when capitalised in this Terms and Conditions document, mean this:

Advised Direct Debit Amount

This is the monthly payment amount of which We will advise You, and You can then set Your monthly Direct Debit or Continuous Payment Authority payment for Your Flexible Direct Debit Tariff to between 90% and 150% of this amount. This will be an amount determined by Us relating to Your Tariff and Your historic or estimated Energy use.

Agent

Any person appointed by You or Us to read, provide and/or maintain metering equipment or as a Meter operator, data collector, data aggregator, Meter asset provider or Meter asset manager.

Charges

All Charges payable by You to Us. These include Charges for the Supply of Energy to Your Property, both Unit Rate and Standing Charge, all third party charges such as Meter operator charges and any taxes and levies which could reasonably be charged to You.

Continuous Payment Authority

A regular automatic payment that You can set up using Your credit or debit card.

Contract

This Terms and Conditions document and the Welcome Pack sent to You.

Cooling-Off Period

The period when You have the right to cancel the Contract without the switch to Tonik Energy going ahead. This must be done within 14 calendar days of the date on which the Contract was agreed between You and Us. The last date on which You can cancel the Contract will be set out in Your Welcome Pack.

Deemed Contract

A Contract formed between You and Us where You buy or move into a Property that We Supply with Energy but where We do not have a Contract with any other person for Energy Supply to that Property. A Deemed Contract means that You are supplied with Energy by Us under a Deemed Tariff until You choose another of Our Tariffs or switch from Tonik Energy to another supplier.

Direct Debit

This is where You pay Us the Charges for Energy that We supply to Your Property by means of a Direct Debit from Your bank account. Payment under either a Flexible Direct Debit Tariff or Standard Direct Debit Tariff may also be made by Continuous Payment Authority.

Domestic Customer

A customer whom We Supply with Energy at a Property where that Energy Supply is used wholly or mainly for domestic purposes.

Electricity Network Operator

A company licensed by the Regulator to deliver electricity to your Property and operate the electricity distribution network for where your Property is situated.

Energy

Electricity or gas or both

Exit Fee

a fee that we will charge you if it is a feature of your tariff. We will only charge you this fee if you end your fixed term tariff before the end of the fixed term period (but before we send you a statement of renewal terms in relation to your fixed term tariff). Before agreeing the contract with us, you will be told if an exit fee is part of your tariff and how much it will be if you are required to pay it.

Fixed Term Period

The length of the Fixed Term Tariff when We Supply You with Energy.

Fixed Term Tariff

A tariff for the supply of Energy where the Charges will not change during the Fixed Term Period.

Flexible Direct Debit Tariff

This means monthly payment by Direct Debit or by Continuous Payment Authority where We tell You Your Advised Direct Debit Amount for Your Flexible Direct Debit Tariff. You may then set Your monthly Direct Debit payment or Continuous Payment Authority payment for Your Flexible Direct Debit Tariff to between 90% and 150% of the Advised Direct Debit Amount as long as Your account remains in credit.

Fuel Direct Scheme

A government-run scheme where Your Charges owed to Us for Energy Supplied to Your Property can be paid to Us directly from any eligible benefits that You receive.

Gas Network Operator

A company licensed by the Regulator to deliver gas to your Property and operate the gas distribution network for where your Property is situated.

Green Deal Arrangements Agreement

The Green Deal Arrangements Agreement dated 1 October 2012 (as amended and updated from time to time) which sets up a process for the collection of Green Deal charges.

Meter

A Meter and equipment for measuring the amount of Energy supplied to Your Property and providing Us with that information.

Our, Us, We

Tonik Energy Ltd (Registered Number 9812673). Our registered offices are at Fourth Floor, Lombard House, 145 Great Charles Street, Birmingham, B3 3LP.

Prepayment Meter

A type of Meter which allows You to pay Our Charges for the Energy We Supply to Your Property in advance. We may, at Our discretion, require installation of a Prepayment Meter at Your Property to help You repay a debt You owe to Us or where We have requested that You pay a Security Deposit and You have not agreed to this or as an alternative to disconnecting the Energy Supply to Your Property.

Price Comparison Service

A third party which has agreed to act as Our Agent in order to help You switch to Tonik Energy after comparing prices through their website or telephone service.

Property

The address where We Supply You with Energy when We and You have agreed the Contract unless the Property is supplied with Energy under a Deemed Contract.

Security Deposit

A sum of money that You must pay to Us as security for Us to Supply Energy to your Property, unless You tell Us that You would prefer to pay for the Energy that We Supply to your Property via a Prepayment Meter. The Security Deposit will be returned to You after 6 months as long as You do not miss any payments when they are due. We will not pay interest on any amount that we hold as a Security Deposit. If You miss any payments while We hold the Security Deposit, We may, at Our discretion, use this to offset any debt that You owe us and ask You for a further Security Deposit.

Smart Meter

A Meter We can use to measure the amount of Energy that You are using without having to visit Your Property to read a Meter.

Standard Direct Debit Tariff

This means monthly payment by Direct Debit or by Continuous Payment Authority where We tell You Your monthly payment amount for Your Standard Direct Debit Tariff. The amount will be determined by Us with reference to Your Tariff and Your historic or estimated Energy use. You agree that We may increase the monthly Direct Debit or Continuous Payment Authority payment amount for Your Standard Direct Debit Tariff by up to 25% to cover additional usage in the winter months (October to March inclusive) to make sure that Your account remains in credit.

Standing Charge

A daily Charge to deliver Energy to Your Property, payable whether or not Energy is used at your Property.

Statement of Renewal Terms

The letter that We send You approximately 6 weeks before the end of Your Fixed Term Tariff explaining the options available when Your Fixed Term Tariff ends.

Supply

Providing a supply of Energy at your Property (Supply, Supplying and Supplied should be interpreted the same).

Tariff

Any of a number of combinations of Charges and payment methods offered by Tonik Energy under which You choose for Us to Supply Energy to Your Property.

Terms and Conditions

This Terms and Conditions document which forms Your Contract with Us together with the Welcome Pack.

The Regulator

Ofgem, the Office of Gas and Electricity Markets, which regulates the gas and electricity markets in Great Britain.

Unit Rate

The Charge for Energy that You use in pence per kilowatt hour(kWh).

Variable Tariff

A Tariff which continues until You switch to another Tonik Energy Tariff or to another supplier and where we may, at Our discretion, change the Charges that You pay after giving You appropriate notice.

Welcome Pack

The document or email that We will send You to tell You about the additional Terms and Conditions of the Contract on top of this Terms and Conditions document. These will include the Charges payable by You for Your Energy Supply along with details of when any Fixed Term Tariff will end, any Exit Fee payable in relation to that Fixed Term Tariff and the last date on which You can cancel the Contract with Us without the switch to Tonik Energy going ahead if You change Your mind.

Working Day

Any day other than a Saturday, Sunday or a public holiday in England and Wales.

You, Your

The person named as "Member Name" in the Welcome Pack that We sent to You which, along with these Terms and Conditions, forms the Contract between You and Us.

Section 1

This Contract

- 1.1 This Contract is between Tonik Energy Limited (Registered in England and Wales No. 9812673), Registered Office: Lombard House, 145 Great Charles Street, Birmingham, B3 3LP, and You as a Domestic Customer for the Supply of Energy to Your Property. The Contract is formed by these Terms and Conditions and the Welcome Pack.
- 1.2 Most of the Terms and Conditions below apply to all Domestic Customers but some are different if Your Property is Supplied by Us under a Deemed Contract. Those are set out in Section 2 – “Deemed Contracts” of this Terms and Conditions document.
- 1.3 You agree that You are (or will be by the date on which we start to Supply You) the owner or occupier of Your Property. You also agree that Your Property is connected to mains electricity or gas (or both), or will be by the date that we start to Supply You and that You are aged 18 or over (or, if your Property is in Scotland, that You are aged 16 or over).
- 1.4 We agree to Supply You with Energy for domestic use at Your Property for the period of the Contract between You and Us provided that We are able to accept Your contract and transfer Your Supply to Us.
- 1.5 If your Property is mainly used for business purposes, You agree to tell Us this immediately.

Section 2

Deemed Contracts

- 2.1 Your Property will be Supplied under a Deemed Contract where We Supply Energy to that Property but You have not entered into a Contract with Us.
- 2.2 You agree that, even though You have not entered into a Contract with Us, because You are receiving a Supply of Energy from Us at Your Property, You will pay Us the Charges due under Our Deemed Tariff. These are available on request from Our customer care team by phone or by email at hello@tonikenergy.com. You will be liable to pay the Charges for all Energy supplied by Us at Your Property until the date when the Deemed Contract ends. You are obliged to pay the Charges due after this Deemed Contract ends if any Charges are unpaid on that date.
- 2.3 If You move into a Property supplied by Tonik Energy, You must tell Us the date that You moved in and the electricity and/or gas Meter reading(s) on that date. If You do not give Us this information then we may, at Our discretion, assume that:
 - a) The day on which we began to Supply You with Energy is the day after the final date that we supplied the previous occupier at Your Property; and

b) The opening Meter reading(s) for Your Energy usage is the same as the final Meter reading(s) of the previous occupier at Your Property.

2.4 If you move out of Your Property without switching to another Tonik Energy Tariff or without switching to another supplier and You do not tell Us that You are moving out, the Deemed Contract will end on whichever is earlier of:

2.5 If you move out of Your Property without switching to another Tonik Energy Tariff or without switching to another supplier and You do not tell Us that You are moving out, the Deemed Contract will end on whichever is earlier of:

a) The end of the second Working Day after the date on which You tell Us that You no longer own or occupy Your Property; or

b) The date on which any other person tells Us that they now own or occupy your Property.

2.6 If you do not move out of Your Property, the Deemed Contract will end on the date that:

a) You switch to another Tonik Energy Tariff; or

b) You switch to another supplier; or

c) We end the Supply of Energy to Your Property for whatever reason. We will tell You if We need to do this.

Section 3

Contract Acceptance

3.1 You agree to give Us the information We need to register Your Property as being Supplied by Us.

3.2 The Contract is based on the information You give Us, which You confirm is accurate. If this information changes significantly then You agree to tell Us about this.

3.3 The Contract will start:

a) When You accept it over the phone; or

b) When You sign it in front of one of Our representatives; or

c) When You complete, date and send the application form for the Contract to Us; or

d) When You confirm Your acceptance of the Contract through Our website application process; or

e) When You confirm Your acceptance of the Contract through a third party Price Comparison Service; or

f) When You move into a Property supplied by Tonik Energy without having done any of the above. In this case a Deemed Contract will apply. Please see Section 2 – “Deemed Contracts” of this Terms and Conditions document.

3.4 You agree that We may, at Our discretion, carry out a standard credit check in relation to You and that We may, at Our discretion, request that You either pay a Security Deposit to Us or that You agree to Supply of Energy to Your Property with a Prepayment Meter. If We ask You for a Security Deposit and You refuse both of these requests then We may, at Our discretion, decline to Supply Energy to Your Property.

3.5 You may cancel the Contract between You and Us and remain with Your current supplier if You tell Us either by phone or email, within 14 calendar days of the date that the Contract was agreed. The last date on which You can cancel the Contract will be set out in Your Welcome Pack.

Section 4

Contract Acceptance

4.1 If we do not already Supply Your Property, we will let You know the date when We intend to start doing this. This will be within 21 calendar days of the date that You agreed the Contract with us unless:

a) You request and We agree that We will start to Supply Your Property at a later date; or

b) You tell Us, before We start to Supply Your Property, that You do not want Us to Supply Your Property; or

c) Your previous supplier objects to Us becoming registered as the supplier at Your Property; or

d) The Regulator or any other governmental or regulatory authority prevents Us from becoming registered as the supplier at Your Property; or

e) We are unable to Supply Your Property for some reason beyond Our reasonable control.

4.2 You agree to provide Us with electricity and/or gas Meter reading(s) on the day that We start to Supply Your Property. Correct, regular meter readings will ensure more accurate Charges and will help Your previous supplier to give You an accurate final bill. Please contact our customer care team to do this.

Section 5

Billing and Payment

- 5.1 The Charges payable by You to Us will be as detailed in the Welcome Pack which forms part of this Contract unless We change these in accordance with Section 12 – Changes to the Contract.
- 5.2 If You are not Supplied under a Time of Use Tariff then the Charges payable to Us for Energy Supplied to Your Property are based on:
- a) A single Unit Rate, which is in pence per kilowatt hour (kWh) for the Energy You use; and
 - b) A single Standing Charge, which is a fixed amount per day whether Energy is used at Your Property or not.
- 5.3 If You are Supplied under a Time of Use Tariff then the Charges payable to Us for Energy Supplied to Your Property are based on:
- a) Varying Unit Rates at different times of the day in pence per kilowatt hour (kWh) for the Energy You use; and
 - b) A single Standing Charge, which is a fixed amount per day payable whether Energy is used at Your Property or not.
- 5.4 How often You will receive a bill from Us and how You have chosen to make payments will be listed in Your Welcome Pack. Available payment methods and billing periods may be restricted for certain Tariffs.
- 5.5 Where We Supply You under a Standard Direct Debit Tariff, payment to Us of Your Charges will be by a monthly Direct Debit payment or monthly Continuous Payment Authority payment where the amount of each payment will be determined by Us depending on Your tariff and Your historic or estimated Energy use. We will act in accordance with the Direct Debit Guarantee if You pay by this method.
- If We amend the amount of your Direct Debit payment or Continuous Payment Authority payment, We will write to you at least 10 Working Days before We take the new payment amount from Your account so that You know how much this will be.
- 5.6 If You choose a Standard Direct Debit Tariff:
- a) You must make sure that Your account stays in credit by paying for the Energy We Supply to Your Property in advance by Direct Debit or Continuous Payment Authority; and
 - b) You agree that We will tell You Your monthly payment amount. This will be an amount determined by Us depending on Your tariff and Your historic or estimated Energy use; and

c) You agree that We may increase the monthly Direct Debit payment amount or Continuous Payment Authority payment amount by up to 25% to cover additional usage in the winter months (October to March inclusive); and

d) You agree that We may carry any credit or debit balance forward to the next month's bill; and

e) You agree to provide Us with an up to date Meter reading for all Energy We Supply to Your Property at least every 3 months.

5.7 We will aim to review your Standard Direct Debit Tariff monthly payment amount at least every 6 months. If You are not paying enough to cover the Energy use at Your Property, we will ask You to increase Your Standard Direct Debit Tariff monthly payment amount. If You are paying more than is needed to cover the Energy use at Your Property, We will offer to reduce Your Standard Direct Debit monthly payment.

5.8 In order for Us to reduce Your Standard Direct Debit Tariff monthly payment amount, You agree to provide Us with an up to date Meter reading for all Energy We Supply to Your Property if We ask for this.

5.9 Where We Supply You under a Flexible Direct Debit Tariff, payment to Us of Your Charges will be by a monthly Direct Debit payment or a monthly Continuous Payment Authority payment where the amount of each payment will be the amount that You have chosen as long as this is between 90% and 150% of the Advised Direct Debit Amount that We will tell You when You choose the Flexible Direct Debit Tariff.

The Advised Direct Debit Amount will be determined by Us with depending on Your Tariff and Your historic or estimated Energy use.

We will write to you at least 10 Working Days before We take each Direct Debit payment or Continuous Payment Authority payment from Your account so that You know how much this will be. We will act in accordance with the Direct Debit Guarantee where You pay by this method.

5.10 If You choose a Flexible Direct Debit Tariff:

a) You must make sure that Your account stays in credit by paying for the Energy We Supply to Your Property in advance by Direct Debit or Continuous Payment Authority; and

b) You agree that your monthly payment will be between 90% and 150% of the Advised Direct Debit Amount that We will communicate to You when You choose the Flexible Direct Debit Tariff; and

c) You agree that We may carry any credit or debit balance forward to the next month's bill; and

d) You agree to provide Us with an up to date Meter reading for all Energy We Supply to Your Property every 3 months.

- 5.11 Where We Supply You under a Flexible Direct Debit Tariff and Your bill is for more than the Direct Debit payment or Continuous Payment Authority payment you have chosen to make, You agree that We may use any credit balance on Your account to offset the difference.
- 5.12 If We use all of the credit balance on Your account to offset the difference and there is still an amount outstanding, You agree that We may increase the amount of Your monthly Direct Debit payment or monthly Continuous Payment Authority payment to cover this outstanding amount. We will let You know if We do this. We will also make sure that this will never be more than 150% of Your Advised Direct Debit Amount.
- 5.13 Where We Supply You under a Flexible Direct Debit Tariff and We need to increase the amount of Your monthly Direct Debit payment or monthly Continuous Payment Authority payment to 150% of Your Advised Direct Debit Amount in 3 consecutive months, We will then increase Your Advised Direct Debit Amount. We will let You know if We do this. Please note that this will then affect the range of monthly Direct Debit payments or monthly Continuous Payment Authority payments that You can make.
- 5.14 You may request to change Your Tariff or payment method to a different one at any time. If we agree to this, We will tell You about any change to the Contract that may result from the change in Tariff or payment method before it takes effect.
- 5.15 If You choose to manage Your account online, You agree to give Us a valid email address. Paper bills or statements of account can be provided although there may be an extra cost for these.
- 5.16 Unless You have a Smart Meter installed at your Property and We are able to support this, You should provide Us with regular Meter readings where this is possible. If You fail to do this, Your bill for the next billing period may be estimated.
- 5.17 Where You have chosen a Standard Direct Debit Tariff or a Flexible Direct Debit Tariff and You ensure that Your account remains in credit, provided that this is a feature of that Tariff, you will earn interest at a rate of 3% per annum on the first £1000 of that credit balance. You will be told before You agree the Contract with Us if interest on credit is part of the Tariff that You have chosen.
- 5.18 Interest will only accrue on the first £1000 of your credit balance. Interest will be calculated by multiplying any credit on Your account (up to a maximum of £1,000) at the end of each day by 3%/365.25. Interest will be credited to Your Tonik Energy account every month.

- 5.19 If You choose to switch away from Tonik Energy to another supplier, any interest that You have accrued which has not already been credited to Your account will be credited to Your final bill. Should the interest owed be more than Your final bill, any excess interest payment owed will be paid to You by cheque or electronic bank transfer (at Your preference) within 30 calendar days of the switch to Your new supplier completing.
- 5.20 If You switch to another supplier and We have Supplied your Property with Energy for less than six months, any interest owed to You in relation to Your credit balance will be calculated to reflect this.
- 5.21 If You do not pay Us all or part of any Charges that You owe Us then, unless this was due to an error or oversight by Us, We may, at Our discretion, charge You interest at the Bank of England base rate plus 3% from the date of the bill to the date You make payment. We may also, at Our discretion, pass on to You any third party charges that we incur while collecting the debt such of those of any debt collection agency.
- 5.22 You may dispute any bill at any time. If You pay by Direct Debit or Continuous Payment Authority and You do not agree with Our bill and You tell Us about this at least 10 Working Days before the date on which payment is due, we will not process Your Direct Debit or Continuous Payment Authority. If only part of the bill is being disputed, then You must pay the part of the bill that is not in dispute. Once You and We have resolved Your dispute, You agree to then pay any outstanding Charges which are still due.
- 5.23 If You have, or believe You may have, a problem in paying any bill, please let Us know as soon as possible and We will give You help and advice. A copy of our policy document "Members with Payment Difficulties" is available on Our website or You can contact Our customer care team who will be happy to explain the options available to You.

Section 6

Moving Home

- 6.1 If You are moving out of Your Property, please let Us know at least 2 Working Days before the date that You are due to move out. If You do this Your Contract with Us will end on the date that You move out unless You tell Us that You wish Us to continue to supply You under Your current Tariff at Your new Property. We will tell You if any differences between the old Property and the new Property will result in any changes to the Contract.
- 6.2 If You do not tell Us that You are moving out of Your Property, the Contract will end on whichever is the earlier of:

a) The end of the second Working Day after the date on which You tell Us that You no longer own or occupy Your Property; or

b) The date on which any other person tells Us that they now own or occupy Your Property.

6.3 Unless You have a Smart Meter or a Prepayment Meter installed at Your Property, You should give Us a final Meter reading on the date that You move out for all Energy that We Supply to Your Property. We will then use this to calculate Your final bill.

Section 7

Leaving Tonik Energy

7.1 The Contract between You and Us will end after Your new supplier tells Us that it has registered Your Property as being supplied by it and has started supplying Energy to Your Property. You may also end this Contract by requesting that We disconnect Your Supply. If We agree to this, the Contract will end when Your Supply is disconnected.

7.2 If You want to leave Tonik Energy and switch to another supplier and You owe Us money due to a failure to make any outstanding payments due to Us, We may, at Our discretion, object to You switching to the new supplier. We will write to You and tell You if We do this. This may delay Your switch to the new supplier until You pay Us the outstanding debt and We remove Our objection.

7.3 If We Supply You by means of a Prepayment Meter and You owe Us money, We will not object to You switching to another supplier as long as the debt is £500 or less for either electricity or gas and the new supplier agrees that You will repay the debt to them rather than to Us.

Section 8

Disconnection and Contract Termination

8.1 If You have materially breached any of the Terms of the Contract or do not pay any Charges due to Us and You have:

a) Not kept to a repayment plan agreed between You and Us; or

b) Refused to pay a Security Deposit when We have asked for this and have also refused to accept the alternative option of paying for the Energy that We Supply to Your Property in advance by means of a Prepayment Meter; or

- c) Refused to agree a repayment plan with Us and We cannot install a Prepayment Meter at Your Property because it is not safe or reasonably practicable for Us to do so; or
- d) Refused to use the Fuel Direct Scheme when You are eligible to do so; or
- e) Tampered with Your Meter or it is proven that You have stolen Energy, then, at Our discretion, and after We have considered the information We have in relation to Your circumstances, We may terminate the Contract and/or disconnect the Supply to Your Property in accordance with Our policy document "Members with Payment Difficulties", which is available on Our

Section 9

Fixed Term Tariffs

- 9.1 If we supply your property with energy under a fixed term tariff and you terminate your contract with us by switching to another supplier during the fixed term period but before we send you the statement of renewal terms, we may require you to pay an exit fee. Before agreeing the contract with us, you will be told if an exit fee is part of your tariff and how much it will be if you are required to pay it.
- 9.2 If We Supply Your Property with Energy under a Fixed Term Tariff We will send You a Statement of Renewal Terms approximately 6 weeks before the end date of Your Fixed Term Tariff. This will explain the options available to You when the Fixed Term Tariff ends.
- 9.3 If We Supply Your Property with Energy under a Fixed Term Tariff and You choose a new Fixed Term Tariff offered by Tonik Energy no more than 49 days before Your current Fixed Term Tariff ends You will be subject to the terms of the current Fixed Term Tariff until the new Fixed Term Tariff comes into effect.
- 9.4 We may apply a new Fixed Term Tariff under the Contract if:
 - a) We have sent You a Statement of Renewal Terms approximately 6 weeks before the end of Your current Fixed Term Tariff; and
 - b) The new Fixed Term Tariff does not have a Fixed Term Period longer than the Fixed Term Period of Your current Fixed Term Tariff; and
 - c) The new Fixed Term Tariff is available to other current or potential customers of Tonik Energy; and
 - d) You have agreed in writing that We may transfer the Energy Supply to Your Property from Your current Fixed Term Tariff to the new Fixed Term Tariff when the current Fixed Term Tariff ends as well as any changes to the Contract that may result from this.

- 9.5 If We Supply Your Property with Energy under a Fixed Term Tariff and You fail to pay Our charges for Energy Supplied in a timely manner in accordance with this Terms and Conditions document, We may, at Our discretion, switch You to a different payment method or to Our standard Variable Tariff. You will be told before You agree the Contract with Us if this is a feature of the particular Fixed Term Tariff that You have chosen

Section 10

Meters and Metering Agents

- 10.1 Unless You tell Us that You do not wish Us to, We will provide any equipment necessary to Supply Energy to Your Property and appoint suitable Agent(s) in relation to this equipment. All equipment that We provide will remain Our property or the property of Our Agent(s). Once We or Our Agent(s) have delivered or installed this equipment You are then responsible for keeping it safe and in good order. You must not modify it nor tamper with it in any way.
- 10.2 You have the right to provide Your own equipment and/or appoint Your own Agent(s). If You wish to do this, You must give Us at least 20 calendar days' notice and the arrangements must be acceptable to Us and agreed to in writing by both Us and You. You also agree to then be liable for any loss We incur as a result of those arrangements.
- 10.3 If You ask Us to check that Your Meter is accurately recording Your Energy use You must give Us 14 calendar days' written notice and We will then arrange to have the Meter tested. If the Meter is found to be accurately recording Your Energy use within the allowed industry tolerance limits, then You must pay for the cost of the test. If the Meter is found not to be accurately recording Your Energy use within the allowed industry tolerance limits, then We will pay for the cost of the test and the cost of replacing or repairing the Meter. We will also recalculate Your bills in order to reflect the manner in which the Meter should have recorded Your Energy use had it been operating within the allowed industry tolerance limits.

Section 11

Access to Your Property

- 11.1 You agree to give Our staff, Our Agents, and the staff and Agents of the Electricity Network Operator and the Gas Network Operator (as applicable) safe access to Your Property and the Meter in the following circumstances:

- a) At all reasonable times for any reason in relation to the Energy Supply to Your Property or the Meter in order to enforce Our or their rights and to carry out Our obligations under this Contract; and
 - b) At all reasonable times after this Contract ends to collect equipment that belongs to Us or them; and
 - c) At any time in an emergency.
- 11.2 You must provide unobstructed access to the Meter for the purposes of Meter reading, Meter maintenance or Meter removal. If We need to change the position of the Meter for any reason, We may, at Our discretion, charge You for any related costs unless You are eligible for this work to be done free of charge.

Section 12

Changes to the Contract

- 12.1 Unless stated otherwise in this Section 12 of this Terms and Conditions document and the terms specified in the Welcome Pack which forms part of this Contract, We may, at Our discretion, change the Terms and Conditions of the Contract. This includes our Charges for certain types of Tariff.
- 12.2 If You wish to change the terms of the Contract and We agree to the change We will confirm this to You in writing within 5 Working Days of the change taking effect or as soon as reasonably practicable thereafter.
- 12.3 If We Supply Your Property under a Fixed Term Tariff we may not change the Terms and Conditions of the Contract before the end of the Fixed Term Tariff unless:
- a) The change is to Your advantage; or
 - b) The information You gave Us when We agreed the Contract is incorrect or incomplete; or
 - c) We need to install a Prepayment Meter at your Property; or
 - d) There is an increase in VAT payable; or
 - e) There is a change to the industry agreements under which We operate or changes are imposed by the Regulator or any other governmental or regulatory body or authority.

- 12.4 If We Supply Your Property under a Variable Tariff and we increase Your Charges or make a change to the Contract that puts You at a disadvantage then, unless this is due to a change to the industry agreements under which We operate or changes are imposed by the Regulator or any other governmental or regulatory body or authority, We will tell You in writing of the change at least 30 calendar days before it takes effect.
- 12.5 If We do this, You may avoid the increase to Your Charges or the change to the Contract being applied to You if:
- a) You tell Us by phone or email that You want to end the Contract on or before the date on which the increase to Your Charges or the change to the Contract takes effect; and
 - b) You agree to switch to another Tonik Energy Tariff no later than 20 Working Days after (but not including) the date on which the increase to Your Charges or the change to the Contract takes effect; or
 - c) You arrange to switch to another supplier and We receive notice from the new supplier no later than 20 Working Days after (but not including) the date on which the increase to Your Charges or the change to the Contract takes effect that the Supply to Your Property will be transferred to the new supplier within a reasonable period of time; and
 - d) We do not object to the switch to the new supplier because You owe Us money.
- 12.6 If we object to You switching to the new supplier because You owe Us money, We will let You know in writing. If the debt is paid within 30 Working Days of the date on which We contacted You to let You know of Our objection, We will allow the switch to Your new supplier to go ahead and the increase to Your Charges or the change to the Contract will not apply to You.
- 12.7 If the changes to the Contract are due to changes to the industry agreements under which We operate or changes are imposed by the Regulator or any other governmental or regulatory body or authority, the changes will come into effect on the day that We tell You about them.

Section 13

Security Deposits

- 13.1 We may at Our discretion ask You for a Security Deposit. If We ask You for this, You must pay the Security Deposit by the date We specify. We will give You a reasonable period of time to pay Us.
- 13.2 The Security Deposit will be returned to You at the end of 6 months provided that You do not miss any payments when they are due. We will not pay interest on any amount that we hold as a Security Deposit.
- 13.3 If You miss any payments while We hold the Security Deposit, We may at Our discretion use this to offset any debt that You owe us and ask You for a further Security Deposit.
- 13.4 If We ask You for a Security Deposit and You would prefer not to pay this, We will give You the option of paying for Energy Supplied to your Property in advance by a Prepayment Meter. If You choose to do this, You will not need to pay a Security Deposit. If You refuse both of these options then We may, at Our discretion, decline to Supply Energy to Your Property.

Section 14

Prepayment Meters

- 14.1 You may tell Us that You would prefer to pay for Energy Supplied to Your Property in advance by a Prepayment Meter.
- 14.2 We may, at Our discretion, require You to pay for the Energy Supplied to Your Property in advance by a Prepayment Meter. If We do this, it will normally be because:
 - a) There is already a Prepayment Meter installed at Your Property; or
 - b) We have agreed with You that You will repay an outstanding debt to Us by a Prepayment Meter; or
 - c) You have chosen to pay for the Energy Supplied to Your Property in advance by a Prepayment Meter instead of paying a Security Deposit where we have asked You for this; or
 - d) We can install a Prepayment Meter at Your Property as an alternative to disconnecting the electricity or gas (or both) Supply.
- 14.3 If a Prepayment Meter is being installed at Your Property as a result of You agreeing with Us that You wish to repay an outstanding debt in this way, We will write to You to let You know:

- a) The amount of debt You will repay; and
 - b) How this total debt amount is split between electricity and gas; and
 - c) An estimate of the dates on which both the electricity debt and the gas debt will be repaid if You keep to the repayment agreement made between You and Us.
- 14.4 We will only install a Prepayment Meter at Your Property if it is both safe and reasonably practicable to do so.
- 14.5 If You pay for Energy Supplied to your Property in advance by a Prepayment Meter, We may, at Our discretion, require You to pay for Our reasonable costs for:
- a) The replacement of a payment card or payment key; or
 - b) Exchanging a Prepayment Meter for a credit Meter (if We agree to this);or
 - c) Repairing or replacing the Prepayment Meter due to damage or tampering; or
 - d) Visiting Your Property when You have told Us that Your Prepayment Meter or payment card or payment key is faulty and Our Agent is unable to find a fault and adds credit to the Prepayment Meter; or
 - e) Obtaining a warrant of entry to fit the Prepayment Meter (should this be necessary) as an alternative to disconnecting the electricity and/or gas Supply to Your Property.
- 14.6 We will agree the regular repayment amount with You based on Your ability to pay and this can be changed, at Your request, provided that We agree to this. Details of Our services for prepayment customers can be found on Our website in our "Services for Prepayment Customers" policy document.

Section 15

Additional Charges

- 15.1 We may at Our discretion charge You for reasonable costs that We incur as a result of Supplying Energy to Your Property in addition to our standard Charges. These include:
- a) Costs of visiting Your Property to disconnect or reconnect the Supply; or
 - b) Costs of repairing or replacing a Meter that has been damaged or tampered with; or
 - c) Costs of recovering any outstanding debt that You owe Us. This may include any administration costs and the costs of visiting Your Property and obtaining a warrant of entry, should this be necessary; or

d) The value of any Energy used for which We have not charged You as a result of tampering with a Meter; or

e) Where You do not keep an agreed appointment with Us or Our Agent and have not given Us 48 hours' notice of cancellation of the appointment; or

f) If You do not respond to Our attempts to contact You and We then need to visit Your Property to make contact with You; or

g) Administration costs resulting from failed payments such as cancelled Direct Debit payments or Continuous Payment Authority payments.

Section 16

National Terms of Connection

16.1 If We supply You with electricity under this Contract, You are also entering into a standard connection agreement for Your electricity with Your local Electricity Network Operator. There is no similar agreement for gas.

16.2 We are acting on behalf of Your Electricity Network Operator to make an agreement with You. The agreement is that You and Your Electricity Network Operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that You enter into this Contract and it affects Your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which Your Electricity Network Operator delivers electricity to, or accepts electricity from, Your Property. 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

0207 706 5100 | www.connectionterms.co.uk

Section 17

Supply Continuity, Safety and Emergencies

17.1 We cannot guarantee that Your Supply will be uninterrupted. In certain circumstances Your Supply may be restricted, for example:

a) To avoid danger to people or property; or

b) If it would be unlawful to continue the Supply to Your Property; or

c) If maintenance to the local electricity network or local gas network is required.

- 17.2 We are not responsible for any losses that You may incur if we need to suspend or restrict Your Supply in an emergency or for safety reasons
- 17.3 If You experience a gas emergency, You must report it on [0800 111999](tel:0800111999) (24 hrs).
- 17.4 If You experience an electricity emergency, You must report it to Your local Electricity Network Operator. Their contact details can be found here: [http://www2.nationalgrid.com/UK/Our-company/electricity/Distribution- Network-Operator-Companies/](http://www2.nationalgrid.com/UK/Our-company/electricity/Distribution-Network-Operator-Companies/)
- 17.5 You must not use the Energy Supply in a way that could endanger people or property or affect the supply of another property.
- 17.6 If You believe that Your Meter or any other Metering equipment may be damaged, You must tell Us immediately.
- 17.7 If there is a major emergency affecting an Electricity Network Operator or a Gas Network Operator and the government gives a direction under the Fuel Security Code We may at Our discretion recover a reasonable proportion of the additional costs incurred by Us as a result of this from You.

Section 18

Green Deal

- 18.1 Tonik Energy is not a Green Deal Licensee under the Green Deal Arrangements Agreement. We are therefore prohibited from Supplying electricity to any Property that has a Green Deal in place. If this is the case You will be asked to contact another supplier which is a Green Deal Licensee for Your electricity Supply

Section 19

Liability

- 19.1 We accept full legal liability if We or Our Agents kill or injure somebody (or cause somebody to be killed or injured) due to Our or their negligence or if We or they act fraudulently.
- 19.2 If You suffer any loss or damage in relation to the Supply of Energy to Your Property, Our liability to You will be limited to £100,000 for each loss-causing event. If there are a number of connected events that cause You loss, Our liability will be limited to £100,000 in total for these connected events.
- 19.3 Although Our acceptance of liability in certain circumstances is described elsewhere in this Section 19 of this Terms and Conditions document, We will not, under any circumstances, be liable for:

a) Any financial loss or damage, including but not limited to loss of profit, income, business, contract or goodwill; or

b) Any loss which, when this Contract was made between You and Us, We could not reasonably have expected would happen even if We or Our Agents did not follow the requirements of this Terms and Conditions document; or

c) Failure to Supply Energy due to any reasons beyond Our reasonable control.

19.4 Although our acceptance of liability in certain circumstances is described elsewhere in this Section 19 of this Terms and Conditions document, if the Electricity Network Operator or Gas Network Operator causes You any loss or damage, We will only be liable to You for the amount We are entitled to recover from the Electricity Network Operator or Gas Network Operator (as applicable) on Your behalf.

19.5 Nothing in this Terms and Conditions document shall impose any liability on Us in respect of non-performance where the performance claimed is outside the terms of the Contract or where such non-performance is directly due to acts, omissions, negligence or default on Your part.

19.6 If We are required to take actions under the terms of the licences under which We supply Energy or any other rules that are binding on Us, We will not be in breach of this Contract.

Section 20

Use of Your Personal Information

20.1 Details about how we use your personal information can be found on our website in our "Privacy & Cookies" policy document.

Section 21

Help and Advice

21.1 A copy of Our policy document "Guaranteed Standards of Service" is available on Our website or from Our customer care team. This lists the services We are required to provide to You within a specified timeframe and the payments We are required to make to You if We fail to do this. It also lists the equivalent services that Electricity Network Operators and Gas Network Operators are required to provide to You.

21.2 If You wish to make a complaint, We have a formal complaints handling procedure. A copy of Our policy document "Our Complaints Process" is available on Our website or from Our customer care team.

- 21.3 If You have a complaint please contact Our customer care team by phone or by email at hello@tonikenergy.com.
- 21.4 If We are unable to resolve Your complaint to Your satisfaction or if We do not give You Our decision on Your complaint within eight weeks, You have the right to refer Your complaint to the Energy Ombudsman. The Ombudsman's contact details are here:
<https://www.ombudsman-services.org/contact-us-energy.html>
- 21.5 You have the right to seek independent advice in relation to Your complaint from Citizens Advice consumer service.
- 21.6 We offer a range of additional services for Our customers who are registered with Us as vulnerable. For more information, please see Our policy document "Helping Our Vulnerable Customers" a copy of which is available on Our website or from our customer care team.

Section 22

Additional Important Information

- 22.1 This Terms and Conditions document along with the Welcome Pack form the entire Contract between You and Us and supersede all previous agreements between You and Us. You may not rely on any statement that is not contained within this Terms and Conditions document or the Welcome Pack.
- 22.2 You may not transfer any of Your rights or obligations under this Contract to another person without Our prior written permission.
- 22.3 We may assign, grant security or declare a trust over, or transfer by novation or otherwise, all or any of Our rights (including the right to recover any outstanding debts which You owe Us) or interests and liabilities under the Contract and/or sub-contract any of Our obligations under this Contract, in each case without Your prior consent.
- 22.4 The Terms and Conditions of this Contract remain in force at all times. If We have not enforced a particular clause this does not mean that We will not take action in the future.
- 22.5 Communications between Us and You may be recorded for training and quality control purposes. This includes, but is not limited to, telephone calls and emails.

- 22.6 You agree to receive written communications by email, which is legally enforceable, unless you indicate that you would prefer to receive written communications by post. Please note that there may be an additional charge for this.
- 22.7 Written notice sent by First Class post, by hand or by email will be considered delivered 1 Working Day after it was sent by either You or Us. This will not apply to email if the sender has received a message by return stating that the email has not been delivered.
- 22.8 We will be required to end this Contract immediately if:
- a) We no longer hold the relevant licences to Supply Energy to Your Property; or
 - b) The Regulator or any other governmental or regulatory body or authority instructs another supplier to Supply Energy to your Property.
- 22.9 We operate under the obligations placed upon Us by the Utilities Act 2000 and other industry and governmental regulations. If these change, We may amend these Terms and Conditions to reflect any new obligations and/or costs placed upon Us. If this happens We will tell You about it in writing.
- 22.10 If a court in England & Wales or Scotland tells Us that any part of this Contract is not valid, the remainder of the Contract will not be affected.
- 22.11 The laws of England & Wales or Scotland apply to this Contract, depending on where Your Property is.
- 22.12 Unless expressly provided for in this Contract, no express term of this Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not party to it.