

Terms & Conditions

for the Supply of Gas and Electricity for small and medium Enterprise (SME) Customers (Non-domestic)

Effective from December 2016



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Introduction

These are our terms and conditions for the supply of gas and electricity to your Site. These terms and conditions, along with your Price Plan form the Contract between us – Robin Hood Energy and you – the Customer. These terms apply to small and medium enterprises (SMEs) including Micro Businesses.

These Terms and Conditions do not apply if our domestic, large or multi-site terms and conditions for gas and electricity apply to you. If you are using the gas or electricity (or both) totally or mainly for domestic purposes, you must let us know as we may need a separate contract with you for domestic supply.

If your supply requirements change, you must tell us immediately and we will discuss the most appropriate terms and conditions that apply to you.

Your Contract consists of important legal documents, please read them carefully and keep them safe.

If you receive feed-in-tariffs there will be Feed-In-Tariff terms and conditions which supplement these terms.

Definitions

We use certain key words in these terms and conditions. We will explain these key words below. In other clauses where we use an important term, we will explain it there.

Actual Meter Reading – Where we or an appointed agent read the meter at your Site, where we have received an automated Meter Reading or you provide us with an accurate reading from your meter.

Advanced Meter - A specific type of meter that we can communicate with which will record and send us your Meter Reading remotely.

Agent – A third party appointed by us or by you to act on our or your behalf.

CCL (climate change levy) – The tax on business electricity and gas supplies was introduced by the Finance Act 2000.

CCL Equivalent Charge – An amount calculated by multiplying your total electricity consumption in the billing period with the current applicable CCL.

CCL Exempt Product - Electricity generated at a Combined Heat and Power Station which climate change levy does not apply to. In accordance with the Finance Act 2000, Schedule 6 partially or wholly exempts the consumer receiving that supply from CCL.

Charges - The amount you must pay us under this contract, including prices and any other amounts.

Combined Heat and Power (CHP) - This is the on-Site generation of electricity where the heat produced as part of the generation process is also used on the Site, which makes it more energy efficient than traditional forms of generation.

Complaints Handling Procedure – Our methods and procedure for handling any complaints.

Deemed Contract – The supply contract between us that is formed at your Site in accordance with Clause 1.4 which will be on our deemed prices.

De-energise/De-energised - Where an electricity supply is temporarily interrupted so that electricity cannot flow from the network to the Site, but it's not permanently disconnected.

Distribution System - The network used to transport power from the national transmission grid to customers' Site.

Energy - The gas and/or electricity we provide to you at your Site. You may take one or both but we will refer to it as energy in these terms.

Equipment - Any Equipment including any Meter or other apparatus used to transport, measure and control the Supply of electricity or gas (or both) and any Equipment which allows Us to take Meter Readings without visiting the Site.

Firm Load Shedding - A procedure used by gas transporters to reduce the demand for gas on all or part of their systems in order to keep the system safely pressurised.

Fixed Price Plan - A Plan where the prices we charge for a supply of energy are fixed for the duration of the Plan.

Gas Deficit Emergency - When there is a higher demand for gas from the gas transportation system compared to the actual amount of gas available.

Industry Agreements - Agreements, licences, authorisations and codes or procedures relating to supplying gas or electricity to the Site.

Interruptible Gas Supply - A gas supply where the gas transporter or we can stop or cut short the supply of gas to your supply point, as agreed with you in your contract details.

Leaving Notice - The notice you must give us if you are covered by a Fixed Price Plan and want to leave our supply.

Meter - Meter or the meters and equipment for measuring and providing information on the Energy electricity you use.

Micro Business Customer - A type of small and medium enterprise which:

- Employs fewer than 10 employees (or their full time equivalent) and has an annual turnover or balance sheet of less than €2,000,000; or
- Uses no more than 100,000kWh of electricity a year across all its Sites; or
- Uses no more than 293,000kWh of gas a year across all its Sites; or
- We tell you we are treating you as a Micro Business.

Network Operator - The network operator(s) are the companies which manage the Electricity and/or gas Distribution Systems that supply your Site(s) from the grid.

Non-interruptible Gas Supply - Where you haven't agreed with a gas transporter or with us in your contract details to be on an interruptible gas supply. Non interruptible gas supplies are also industry-wide referred to as commercially firm customers.

Ofgem - The Office of Gas and Electricity Markets, who regulate the Great Britain's energy market.

Out of Contract Rates - The prices we charge after a plan has been ended by you or us and no new plan has been agreed. These prices are typically higher than our plan prices. These terms and conditions will continue to apply.

Profile Class – A profile showing how a certain group of customers can be expected to consume electricity, including how much electricity a customer in that group is likely to consume and at what times of day.

Site or Sites – Any property we supply gas or electricity (or both) to under this contract.

Smart Meter – Means a meter through which we can take reads and Consumption Data remotely without visiting your Site and, in many cases, switch your energy supply on or off remotely.

Standing Charge – A daily charge you must pay us to keep the Site connected to the gas or electricity supply and will apply even if the Site is empty or if you are not using Energy at your Site.

Statement of Renewal Terms - A statement which contains information about your existing price Agreement, including the date your existing price arrangement ends and details of how you can accept or reject a new price arrangement that we may offer you.

Transporter - The company licensed to deliver gas through the pipes to the Site.

Supply Point - Means the point at which the flow of gas or electricity supplied by us is metered.

Supply Start Date - Means the date we aim to commence your Energy supply to your Site under this Contract.

Unit Rate - Means an amount per unit of gas or electricity you use – this may depend on the time of use.

VAT - Value added tax as described in the Value Added Tax Act 1994.

1.0 About your supply contract

1.1 When you enter into this Contract with us, you are confirming that you are responsible for the Site at which we supply Energy and that it is connected to mains to receive Energy.
When does your contract start?

1.2 Your Contract with us will start when any of the following occur:

- (a) You agree over the phone or in writing for us to supply your Energy; or
- (b) You click to confirm that you have accepted these terms and conditions if you apply online; or
- (c) You have a Deemed Contract with us in line with Clause 1.4 below. Any of these dates will be the 'Contract Start Date' for the purpose of your Contract.

1.3 We agree to provide gas or electricity (or both) at your Site under the terms and conditions of this Contract.

Deemed Contracts

1.4 You will have a Deemed Contract with us if we already supply the Site, even if you do not agree a Contract with us and any of the following apply:

- (a)** You move to that Site;
- (b)** You are the Landlord of the Site and the Contract with your tenant ends and a new one has not commenced;
- (c)** You take or have responsibility for the Site; or
- (d)** A contract is treated as existing between us for any other reason (for example, if Ofgem says that a contract is 'deemed' to exist).

1.5 We will work out our Charges for any Deemed Contract in line with Clause 2.7 below until we agree a Contract with you for that Site. You will be on a Deemed Contract until you contact us to discuss your Price Plan.

1.6 By entering into this Contract, you agree that we may check your credit score by carrying out a credit check before this Contract starts, before the start of a Fixed Price Plan and at other times during this Contract. If we have already agreed with you that we will supply any Site with Energy but we are not happy with your credit score, we will tell you. In these situations:

- (a)** we may ask you to pay a Security Deposit as described in Clause 4; or
- (b)** we may, if we do not already supply the Site, choose not to take over the supply at your Site for any reason (including if you do not pay the Security Deposit or provide the security we ask for). We may also stop any registration processes to transfer your supply to us, in which case this Contract will end immediately for that Site and the Site will stay with its previous supplier.

1.7 If we do not already supply a Site when we agree this Contract, we will aim to complete the transfer of your supply within 21 days of the Start Date unless:

- (a)** You tell us that you want your Supply Start Date to commence later than 21 days after your Contract Start Date;
- (b)** Your old supplier prevents the transfer from taking place;
- (c)** We do not have all the information we require to complete the transfer and have taken all reasonable steps to ask you for the information and you have not provided it, or the information you have provided is incorrect;
- (d)** We cannot complete the transfer for any other circumstance outside of our control which we have taken all reasonable steps to resolve;
- (e)** You are taking a supply of energy through an Exempt Distribution System and we are unable to start supplying the Site because:
 - (i)** A connection between the Site and the Exempt Distribution System, or the Exempt Distribution System and another relevant Distribution System, has not yet been made; or
 - (ii)** A metering arrangement which is required in order for us to access the Exempt Distribution System is not in place.

1.8 By taking the supply for a Site, you agree:

- (a)** that you are the owner or the occupier of each Site (or will be on the date that you want this Contract to start) and that the Site is connected to mains gas or mains electricity (or both) or connected through another connection to mains gas or mains electricity (or both);
- (b)** that if you owed us any money before the date this Contract started (for any of your Sites we supply, including under a Deemed Contract), you will also owe it to us under this Contract and you will have to pay any money you owe us;
- (c)** that you are responsible for and maintain and keep safe all pipes, equipment, wires and cables, and all other fittings used in connection with the Supply on your side of any electricity or gas meter (your side of the meter starts at the point at which energy leaves your meter after the meter has measured it).
- (d)** that if you are a partnership, we may claim any money you owe under this contract from you, any of your partners or all of you;
- (e)** that the Energy at any Site is used totally or mainly for non-domestic purposes;
- (f)** that you will not take an alternative supply of Energy from any other supplier at any supply point at any Site while that Site is covered by this Contract.

Clauses **1.8 (e)** and **(f)** do not apply to a Deemed Contract.

Term of Fixed Price Plan

Your Fixed Price Plan will start on your Contract Start Date and remain in force for the duration of a Fixed Term as detailed in your Price Plan. If you end your Contract before the end of your Fixed Term you will be subject to payment of a termination fee in accordance with Clause 2.9 below (clause 2.9 does not apply to deemed contracts).

2.0 Charges

Standard Charges

2.1 Our prices and conditions sometimes depend on how you pay. Our prices for your Energy are set out in your Price Plan.

2.2 Our prices are made up of the following charges:

- (a)** A Standing Charge;
- (b)** A Unit rate;
- (c)** CCL unless you are exempt in accordance with Clause 2.3 below;
- (d)** VAT in accordance with Clause 2.4 below.

2.3 CCL will be charged at the applicable rate unless you are exempt under (ii) below. If the rate of CCL changes, the rate of the CCL Equivalent Charge will automatically change by the same amount and at the same time as government changes to CCL. We will charge you CCL on the Energy you use, unless:

- i. CCL does not apply because the reduced rate of VAT applies to the supply at the Site; or
- ii. You qualify for an exemption or discount from the full CCL rate (in line with schedule 6 of the Finance Act 2000). If you are eligible for an exemption or discount from the full rate of CCL (unless the exemption relates to the supply of renewable-source electricity or CHP electricity as set out in your Price Plan), you must send us all necessary forms at least 10 days before the start of the Supply Start Date. If you send us a completed PP11 form after we have started to supply your Site with Energy, by law there is a maximum period for which we can apply any appropriate exemption or discount to Energy we supply to your Site. This means that we can only apply the exemption or discount to Energy we have supplied to you, at the Site, from the date which is four years before the date on which we receive the form.

2.4 We charge VAT at the standard rate for Energy unless your business is entitled to receive the supply at the reduced rate of VAT. You must provide us with a valid VAT declaration form to evidence your entitlement to the reduced rate of VAT.

2.5 We will not be legally responsible if we have not charged you enough VAT or CCL because information you provide to us is incorrect. If there is an increase in the VAT or CCL payable, you will have to pay the difference.

Additional Charges

2.6 We may have to charge you for other costs that aren't set out in your Price Plan. These may include reasonable costs for:

- (a) Trying to get back money you owe us or if you break any of the terms of your contract, including administration and third-party costs (for example, our cost of sending an agent to your Site in connection with any money you owe us) or our reasonable costs where an attempted payment fails;
- (b) Stopping, disconnecting or reconnecting your supply;
- (c) A charge for changing the meter at your Site.
- (d) If you interfere with your Meter or steal gas or electricity;
- (e) If you fail to keep an agreed appointment with us or our agents at a Site;
- (f) If you prevent us or our agents from reading or working on your Meter;
- (g) Costs for reading your meter when you ask us, if this is more than the normal Meter Reading schedule or industry agreement;
- (h) Transferring a Site back to your old supplier, where you no longer own or use the Site you have told us to supply;
- (i) Making and sending copies of any documents we have already provided to you; and
- (j) Any amounts that, by law, we have to include in your bill (for example, if the Government introduced a scheme for customers to pay for energy-efficiency measures through their energy bills).

2.7 We will work out our Charges for any Deemed Contract based on our deemed prices until we agree to a new price arrangement for that Site or a different supplier takes over supply to that Site. Charges based on our deemed prices may be higher than the Charges under a Fixed Price Plan. We will change the deemed prices from time to time. You can see our current deemed prices at: www.Robinhoodenergy.co.uk.

If you are on a Deemed Contract, we will give you 30 days' notice if your deemed price changes.

You can contact us to discuss a Fixed Price Plan for that Site by calling 0800 0121 661 or emailing Business@robinhoodenergy.co.uk

Out of Contract rates

2.8 This Contract will continue to apply to the Site if we have agreed a Fixed Price Plan for any Site and:

- (a)** The Fixed Price Plan for that Site has ended; or
- (b)** If we have ended the Fixed Price Plan for that Site in line with clauses 4.2 or 8.9. In these circumstances, unless you agree a Fixed Price Plan with us or another supplier takes over supply for that Site, we will charge you for your supply based on our Out of Contract rates. The Charges based on Out of Contract rates may be higher than the charges under a Fixed Price Plan.

If you move on to our Out of Contract Rates Price Plan, you will need to give us 30 days' notice if you want to switch to another supplier. You can do this by:

- (a)** Calling us on 0800 0121 661
- (b)** Emailing us at Business@robinhoodenergy.co.uk - you must include your account number in your email; or
- (c)** Writing to us at Business, Robin Hood Energy, PO BOX 10461, Nottingham, NG1 9JS - you must include your account number in your letter.

Termination Fee

2.9 If you terminate this Contract prior to the end of your Fixed Price Plan, you will be responsible for paying a Termination Fee calculated in accordance with the mechanism detailed in this Clause

- (a)** If you terminate this Contract or try to change your supplier prior to the end of your Fixed Price Plan, or if your Contract comes to an end early because you failed to carry out your responsibilities set out in these terms and conditions (including circumstances where you stop trading or move out of a site under condition clause 8.5), we will write to you giving you 5 working days to resolve the failure/issue which if not resolved, will entitle us to disconnect your supply and you will be responsible for paying a Termination Fee.
- (b)** The Termination Fee represents a genuine pre-estimate of the losses, costs and expenses that we might suffer as a result of the early termination of this Contract.
- (c)** The Termination Fee is calculated by taking the Unit Rate (per kWh) and multiplying this by our most recent estimated annual consumption of your supply for the number of days left of the Fixed Price Plan (rounded up to days).
- (d)** Clause 2.9 does not apply to Deemed Contracts.

Ownership of Sites

2.10 If your Meter also supplies other addresses or any parts of a Site that you do not own or use, you must tell us about it. You will be responsible for paying us for all Energy that is supplied through your meter, even if it is used at the other addresses or other parts of the Site unless we have agreed otherwise with you in writing.

2.11 If you are the owner of the Site, you will be responsible for paying for the Energy that is used at your Site(s) unless we have authorised someone else to take over responsibility for the supply point. If a tenant or occupier moves into a Site you must notify us in accordance with Clause 7.3.

3.0 Bills/Statements and payments

3.1 You must pay the money you owe for the Energy we supply you by the date stated on your Bill. A Bill is a request for payment we will send you where you do not pay by Direct Debit. If you pay by Direct Debit, we will send you a Statement which is a summary of your Charges and payments made to your account.

3.2 We will send you a Bill for the Charges (whether estimated or actual) due under your Contract either monthly or quarterly, which may be based on Actual or estimated Meter Readings.

3.3 You should provide sufficient information with any payment so that we can allocate it to your account. You must include, at minimum, your account number or invoice number with your Site details. If you make a payment without this information, we may not be able to apply the payment to your account until we have the information we need.

3.4 If you pay a fixed amount by Direct Debit, we may change the amount you pay and when you pay it, depending on how much Energy you use, or we think you may use, or if we change our prices or you owe us money. We will tell you before we make any changes.

Disputes

3.5 If you disagree with any amount we have charged you, you must tell us immediately and the following will apply:

- (a)** You agree to pay your bill for the amounts which you do not disagree with and for any bills we send you afterwards.
- (b)** If you disagree with the amount we have charged, you must pay the undisputed amount by the date the payment is due to us.
- (c)** If we agree with you that we have charged you too much and we owe you any money, we will agree with you how to return the difference to you.
- (d)** If we don't agree with you and decide that you owe us the rest of the money on the bill, you must pay us within 10 days from the date we tell you about our decision, even if we produce a new bill for the outstanding amount and the new bill shows a different payment due date. We may also charge you interest from the due date shown on the original bill you disputed.

3.6 You can make a complaint at any time about any dispute in accordance with our Complaints Handling Procedure at Clause 16.

3.8 If you find it difficult to make payment, please contact us and we will do everything we can to help you. You will find a list of ways to pay on your Bill or Statement.

3.7 If you do not pay your bill by the specified date shown on the bill, we may charge you interest at a rate of 3% above the current Bank of England base rate annually. We can start charging interest from the day after the bill was due.

4.0 Security Deposit

4.1 In some circumstances, we may ask you to pay a Security Deposit if we have concerns over your ability to pay or are not satisfied with your credit score following a credit check in accordance with Clause 1.6 above. If we do, we will explain the procedure when we contact you. The amount of Security Deposit required will be a percentage of your total estimated annual Energy cost.

4.2 We may use your Security Deposit to set off any overdue payments owed by you to us. If we do so we will request a further Security Deposit to be paid by the date we specify. Where the Security Deposit has been used to offset overdue payments and not replaced we may also terminate your Fixed Price Plan and Charge you at our Out of Contract Rates.

4.3 We will pay any Security Deposit you have paid back to you if after 12 months providing there is no outstanding balance on your account and we haven't tried to collect outstanding amounts from you within the last six months. If there are any outstanding payment issues at that time, we are entitled to carry out a further credit check to determine the level of Security Deposit required for the following year of your Contract with us.

5.0 Meters and Access to your Site(s)

Providing a Meter

5.1 We will make any provisions we need to provide a Meter at each Site and you agree to co-operate with those arrangements unless we agree other arrangements with you (for example, if we agree with you that you will provide your own Meter). If we do agree other arrangements with you, you will pay us for any reasonable costs or expenses that arise from those arrangements and you agree that we have no legal responsibility to maintain any Meter if you provide it.

The Meter

5.2 We will not be responsible for any fault or for something that happens because of a fault in or relating to a Meter or other fitting, that we do not own or that has not been provided on our behalf;

5.3 You must not damage or interfere with the Meter. If you do, we will charge you ours or our agents' reasonable costs to visit a Site and carry out any necessary work that is required to the Meter.

5.4 It is a criminal offence to tamper with a Meter. Where we suspect or believe that someone has tampered with your Meter, we will report it to the relevant authorities and other affected parties.
Access to your Site

5.5 You confirm that you are legally able to, and have permission to, allow us into the Site and you will give us full access to your Meter (or meters) whenever we require access, (including agreeing to us gaining remote access to your metering equipment) in accordance with these terms.

Meter Readings

5.6 In terms of all Meters, the following will apply:

- (a) We will ask you for a Meter Reading before we start supplying Energy;
- (b) If we do not obtain an Actual Meter Reading for the date we start supplying your site with Energy, we will estimate a reading based on how the previous consumption of Energy electricity at the Site;
- (c) You must provide us with a Meter Reading at least once every year or more frequently if we ask you to. You should provide Meter Readings as often as you are reasonably able (for example, once a month) to help us bill you accurately;
- (d) We will take all reasonable steps to reflect an Actual Meter Reading in your next bill unless clause

5.6 (e) or (f) applies;

- (e) If you provide us a Meter Reading that falls outside our reasonable estimation of your usage, we may not be able to use your Meter Reading. If this occurs, we will take all reasonable steps to contact you to ask for a new Meter Reading. If we still have a good reason to believe that the Meter Reading provided is not accurate, we will tell you that we are not able to use the Meter Reading provided and we may then use an estimated Meter Reading. You must tell us if there are any unusual circumstances which might have affected your use, for example if the Site was closed;
- (f) We also have the right to use a different Meter Reading from the one you give us, if for example we read the Meter ourselves and get a reading that is different to the Meter Reading you provided to us;
- (g) If you disagree with a Meter Reading we have used (either an Actual Meter Reading or an estimated reading), you must inform us within 30 days of the bill which has been worked out using that Meter Reading;

Site Visits

5.7 You must allow us, our agents, the transporter or network operator to visit each of your Sites to inspect the Meter. You must ensure us or our agents have full and free access to your Site and Metering equipment, wires and cable and all other fittings in connection with the supply to your Site. You must allow the following visits to your Sites:

- (a) If we or your Local Distributor need to install, maintain, inspect, test or replace any lines, pipes, wires or cables and all other equipment connected with delivering or measuring energy.
- (b) If we need to inspect or test a Meter or connection we do not own or have not provided, to check it is safe and gives accurate readings or make sure it has not been tampered with (you agree to pay our reasonable costs if we need to do this);
- (c) If there is a danger and we need to arrange for your supply to be turned off;
- (d) If there is an emergency;
- (e) If at any time we need to make any changes relating to or resulting from the supply (for example if we need to change the pipes connected to the Meter or the type of meter you use);

- (f) If we have stopped supplying your Site and we want to collect any Meter that belongs to us;
or
- (g) If we need to visit for any other reason and can do this legally.

5.8 If you or we think that a Meter is not correctly recording the Energy you consume, if we own the Meter, we will determine if necessary to send out a qualified person/technician to test it or if it should be replaced. If the Meter is tested and the test shows that the Meter is not recording information correctly (because it is outside the 'limits of error' set by industry agreements), we will replace or repair the Meter as soon as is reasonably practical. If this happens, we will pay the costs associated with replacing the Meter. If you are responsible for the Meter, you must instruct at your own expense a qualified person to test it and provide us evidence and results of such tests. We reserve the right not to accept the evidence provided under this clause if we are not satisfied as to its accuracy and in such circumstances you will be required to replace the Meter at your own expense.

5.9 If we ask for the Meter to be tested, we will pay for it. If you ask for the Meter to be tested, you must pay for it before we carry it out. If the test shows that the Meter is not correctly recording the Meter you use, we will refund the amount you paid for the test. If the Meter is working properly, we will not refund the amount you paid for the test. If the test shows that the Meter is not working properly or that you have paid for more Energy than you should have, we will pay you back the amount you have overpaid.

6.0 Your Energy supply

6.1 If we or any legally authorised third party (for example, the transporter) asks you to stop or limit the amount of Energy you use at a Site, you must do everything you can to do so immediately. If the matter relates to a safety issue, you must not start using Energy again until you have been advised that the issue has been sorted out. Your supply may be stopped or limited if:

- (a) We believe somebody's life or property may be in danger;
- (b) You do not pay your Energy bills by the due date;
- (c) Ofgem, the transporter or the network operator tells us to do so;
- (d) We believe it is necessary and any industry regulations for example health and safety allow us to do so;
- (e) Circumstances beyond our control that prevent us from supplying you (although we will take reasonable steps to keep supplying you);
- (f) We believe your Meter is not set up correctly or is unsafe (including if we have not been able to read a Meter that you have provided or if we believe the metering equipment is being interfered with);
- (g) We need to test emergency or safety procedures (including energy-industry procedures);
or
- (h) We have specifically agreed that your supply can be interrupted in certain circumstances.

6.2 We are entitled to inspect and read your Meter and stop your supply from outside your Site if your Meter has equipment that permits us to do so.

If the Contract is for supplying electricity;

6.3 You agree to tell us in writing about any electricity you generate on your Site where the generating equipment is connected (directly or indirectly) to the electricity network. You agree to provide forecasts of any future production from any electricity-generation equipment on your Site. We may pass to you any extra costs that may arise as a result of you generating electricity on your Site.

6.4 We will take all reasonable steps to make sure that the network operator does not change the voltage or frequency in your electricity supply. However, we cannot guarantee that there will not be any changes.

6.5 When 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. This is described in clause 7.5, and your supplier means us.

6.6 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 contract and it affects your legal rights.

The NTC is a legal agreement. The agreement sets out rights and duties relating to the connection 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: 0207 706 5100
Website: connectionterms.co.uk

If the Contract is for supplying gas;

6.7 We are not responsible for supplying gas to you at a pressure greater than the pressure shown under Section 16(1) of the Gas Act 1986 (as amended). If you need a greater pressure, you must contact us but we cannot guarantee that we can give you gas at a greater pressure.

6.8 In an emergency, we or the network operator may need you to stop using gas. If you want to use more than 732,000kWh of gas per year at any supply point, you must agree this with us or your transporter before doing so. You must give us specific contacts and phone numbers to allow us access 24 hours per day and you must tell us immediately if any of these details change.

7.0 Changes to your Site

7.1 If you are the owner of the Site, even if you move out, you will be responsible for all Charges at the Site until someone else takes over the Supply or you ask us to disconnect Supply.

7.2 If you're moving out of the Site, you will need to give us 30 days' notice in writing or via our website, details of the proposed date that a new owner or tenant will take over or the date the Site will be empty and a Meter Reading on the day you move out (not needed if you have half hourly metering or smart metering).

7.3 If you don't inform us that you have moved out or no longer own the Site in accordance with Clause 7.2 above, you will be liable to pay for all the Charges for the supply at the Site until you satisfy the conditions of notifying us as detailed in Clause 7.2.

7.4 If you let or sublet a Site, you will be responsible for the supply contract to that Site unless your tenant or Subtenant has entered into an agreement for supply with us.

7.5 If you are moving from a Site to a new address, we may agree to waive the Termination Fee that you would be responsible for paying in accordance with Clause 2.9 if you enter into a new Contract at a new Site or you enter into a new Fixed Price Plan. If we agree to waive the fees in accordance with this clause:

- (a)** We will send you a new Contract for the new Site and the new Contract will apply to that new Site as described in clause 1.2;
- (b)** Your Fixed Price Plan will start to apply to the new Site from the date on which we take over the supply at the new Site or, if we already supply the new Site, on the date we agree to transfer your Fixed Price Plan to the new Site;
- (c)** Your Fixed Price Plan and Contract for the new Site will apply until the Fixed Price Plan ends or is renewed.

8.0 Renewing or Ending your contract with us

When can we end your Contract

8.1 We can end our Contract with you for any Site in the following circumstances:

- (a)** We suspend or stop the supply under clause 6.1 or if the Site is disconnected;
- (b)** The transporter or the network operator (or someone else on their behalf) isolates the Meter, removes the fuse from the Meter, or disconnects the Meter at the Site;
- (c)** Continuing with this Contract would mean that you or we would be breaking the law;
- (d)** Ofgem tell us we have to end the Contract; and
- (e)** For any reason and at any time we provide you with at least 30 days' notice that the Contract will end (unless the Site is covered by an active Fixed Price Energy Plan period in which case we will only be able to end this Contract for that Site in line with clause 8.3(c).

8.2 If any of the above circumstances in 8.1 (a) to (d) apply, we will tell you and confirm the date on which the Contract will end for that Site (which may be immediately).

8.3 We can also end any Contract that we have with you if:

- (a)** You breach any of the Contract conditions;
- (b)** Clause 13.2 applies;
- (c)** Because you stop trading; your business is wound up; you or your business becomes insolvent or your business goes into administration or receivership you or your business enters into an arrangement with people you owe money to (your creditors); or where we have a good reason to believe that there is a risk of any of the above happening.

8.4 You agree that, where Clause 8.6 applies, you will continue to be liable for payment of all Charges that relate to that Site under your Contract until someone else assumes responsibility for the Supply or until we De-energise the Site.

If any of the above circumstances in 8.1 (a)–(d) apply, we will tell you and confirm the date on which the Contract will end for that Site (which maybe immediately).

When you can end your Contract with us

8.5 We will send you a Statement of Renewal Terms 60 day before the end of the Fixed Price Plan date. The renewal offer letter will set out how you can end the Contract and outline what contract options and prices are available to you. We will not automatically roll you over to another Fixed Price Plan. The renewal letter also details the Out of Contract rates that will apply if you haven't given us notice to cancel, or terminate, your Contract.

8.6 If you want to accept the Out of Contract rates, you do not need to do anything. If you want to accept any of the other Fixed Price Plan offered, then you will need to comply with the details set out in the renewal letter. The Out of Contract rates Price Plan will apply the day after your Fixed Price Plan ends.

8.7 If at the end of your current Fixed Price Plan period you want to leave our supply, you can end your Price Plan for a Site at any time by giving us notice at least 30 days before you want your plan to end. If you do not give us sufficient notice and you wish to transfer to a new supplier, there may be a delay in your transfer.

8.8 If you want to end your Fixed Price Plan before the end of your Contract, including when you cease trading you will still need to give us 30 days' notice and you will be required to pay a Termination Fee in accordance with these terms for the remainder of your Fixed Price Plan period.

8.9 At the end of any notice period given under Clause 8.7 or 8.8 above, you will have a further 30 days to complete the transfer. You will be charged based on our variable Out of Contract Rate price plan for the time between your fixed pricing period ending and leaving our supply.

8.10 If you do not complete your transfer to another supplier within the 30 day window, your termination notice will end. If you still want to transfer your supply, you will need to give us a new leaving notice.

8.11 If you have provided us with your leaving notice, but do not switch to a new supplier or agree a new Contract with us by the end of your current Fixed Price Plan period, we will move you on to our Out of Contract Rates for any Energy that you use after your Fixed Price Plan has ended.

When we have received proper notice under clause 8.7 and we have obtained a final Meter Reading on the last day of your Supply, we will prepare a final Bill for you, setting out all outstanding Charges that you owe us.

8.12 If you intend to cease trading at any Site supplied by us under your Contract you should give us 30 calendar days' written notice informing us of:

- i) The date you plan to cease trading at the Site or the day you will move out; and
- ii) Your new address and contact details; and
- iii) If you are the owner of the Site, the name and contact details of the relevant Site's new owner or occupier (or, if you do not know this or if the Site will be unoccupied, the contact details of the landlord); and
- iv) Whether or not you wish us to De-energise the Site. We may at our discretion charge you for this.

8.13 Clause 8 does not apply to Deemed Contracts.

9.0 Leaving our supply

9.1 If we receive notification that you want to transfer to another supplier, we may object or delay the transfer if you:

- (a) Have not served the required termination notice in clause 8.8 and 8.9
- (b) Have an outstanding balance on your account;
- (c) Try to change suppliers for electricity and the new supplier does not apply for all the related meter-point administration numbers or meter-point reference numbers which may apply; or
- (d) Ask us to stop the transfer.

9.2 This Contract will end automatically for any Supply Point it applies to if Ofgem tells another supplier to take over the supply at the Supply Point.

9.3 If we believe your Energy usage is different from the figure we based your final bill on, we will issue a revised final bill. We or someone acting on our behalf may visit the Site to check how much energy you have actually used by taking a Meter Reading.

9.4 If you have a Deemed Contract, you do not have to give us a termination notice under clause 7.2 or 8.7 but you should still tell us if you want to end this Contract and the new supplier must still register your Site successfully. You must pay for all Charges due under your Deemed Contract until you have successfully transferred to a new supplier.

What happens if you leave our supply?

9.5 If this Contract ends for any reason, neither party will lose any rights we both have acquired under it. If you have any credit left on your account after we have informed you of the final amount you owe, you must inform us that you want us to repay that money and you must provide us with a forwarding address, payee details or any other information we ask for, to enable us to repay you that money. It is your responsibility to give us your contact details as soon as possible to arrange payment with yourselves. What happens if money is owed when the Contract ends?

9.6 If clause 9.5 applies and you have chosen to pay by Direct Debit, you should not cancel your Direct Debit Mandate so that we can refund any monies owed to you through the Direct Debit System.

9.7 If you do not pay by Direct Debit or you have cancelled your Direct Debit Mandate and the credit amount left on your account is greater than £50, we will take reasonable steps to find you using address information held by us and a third-party tracing company. We will then call and write to notify you that there is credit left on your account.

9.8 If you do not provide us with the information we ask for or you do not tell us within 12 months of the date that we told you about the final amount we owe, and we have taken reasonable steps to repay you the money, we will not have to pay this money back to you.

10.0 Changes to this Contract

10.1 We will not change these terms and conditions without telling you first. We can change the terms of this contract at any time, including prices and payment methods, unless we've agreed with you that we won't.

10.2 If we make a change, we'll write to you or email you notifying you of the changes including for any Deemed Contracts.

10.3 We may seek to make the changes to your payment arrangements with us by asking you to:

i. Pay each Bill in advance;

ii. Change your payment cycle; or

iii. Pay all future Bills by Direct Debit if you do not already pay by this method and ask that you pay these monthly if you do not already do so.

We will write to you to confirm any changes to your payment arrangements including the requirement for a Security Deposit. Any changes we make under this condition 10.3 will become effective within 7 days. If you fail to keep to any new payment arrangements we inform you of, we will have the right to terminate your Contract.

10.4 If there is any change to any law or regulation, decision or advice by a regulatory authority which applies to this Contract which makes any part of it illegal, unenforceable or affects the Charges, we may change the terms of this Contract or the Charges as we consider reasonably necessary to reflect those changes.

10.5 We will not change your prices if your Site is covered by a Fixed Price Plan period unless:

(a) Clause 10.3 applies or

(b) Your meter or supply circumstances change so that the prices no longer apply (for example, you change your meter). We will tell you about these changes at least 30 days before they take effect, which may include referring you to our website for details.

11.0 Limitation of liability

11.1 We do not exclude or limit our liability for death or personal injury due to negligent acts of us or our agents nor do we exclude or limit our liability for fraudulent acts.

11.2 We will not, under any circumstances, be responsible for:

(a) Any indirect, consequential financial loss or damage, such as loss of profit, income, business, contracts or goodwill or expenses; or

(b) Any loss or damage which we or you would not have reasonably expected when we made this contract with you.

11.3 Our responsibility to you if you suffer any loss or damage will be limited to no more than £1 million for each event, or a combined number of connected events, that cause you loss.

11.4 We will only be responsible if you suffer any loss or damage caused by the gas transporter or the DNO, for the amount we are able to recover from them on your behalf.

12.0 Information we hold about you

12.1 We will, at all times, act in compliance with the provisions of the Data Protection Act 1998.

12.2 We may gather information about you in a number of ways, for example, you might give it to us, we might collect it through our dealings with you or it might be collected from the Meter or associated equipment. We might also get information from companies that offer databases of information

12.3 For the purposes of providing our services to you, we and our agents can use your information for the following reasons:

- (a)** To provide the services to you under your Contract, this can include loyalty and incentive programmes;
- (b)** To contact you to discuss your account and the services we are providing;
- (c)** To create statistics, test computer systems and do analysis. The formation and analysis can include details about you and your household, your income and your lifestyle. It can also include the way you use Energy;
- (d)** To help prevent and detect debt, fraud, theft and loss;
- (e)** To help us train our staff;
- (f)** With respect to information received from a credit check, to determine if a Security Deposit is required.

12.4 For the purposes of marketing, we can use information you give us to create statistics to target our marketing activities.

12.5 We can monitor and record any of your communications with us, including telephone conversations and emails, to make sure we are giving you a good service and meeting our regulatory and legal responsibilities.

12.6 We and our agents can use any of our information to contact you. We can contact you by post, email, telephone, text message or any other kind of electronic communication.

12.7 If we contact you to tell you about offers relating to our services, we will try and do so by sending our marketing information via your preferred channel.

12.8 If you no longer have an account with us, or if you don't receive our services anymore, we can still keep your information so we can let you know about offers regarding our services and offers from other companies that we believe you might be interested in. We will only keep your information for a reasonable length of time and after that we will dispose of it securely.

12.9 You can contact us at any time to ask us not to contact you regarding these offers.
Sharing information with others

12.10 We will never sell any information we hold about you to any third parties.

12.11 We can share information with organisations who can use this information about you for the following purposes:

- (a)** To contact you about the services we provide to you including asking you to participate in customer satisfaction surveys.
- (b)** To give information to members of your family or household or someone acting on your behalf, or those who introduced you to us, for example your landlord or letting agent;
- (c)** To help prevent and/ or detect debt, fraud or theft. This can include giving information about you to debt and financial advisors;
- (d)** To transfer some or all of a debt you have to another organisation for example a debt collection agent;
- (e)** To provide information we are legally required to provide;
- (f)** For current or future legal action;
- (g)** To take part in any data sharing initiatives run by the Government, regulators or the industry, for example, initiatives for reduction in fuel poverty or helping groups of vulnerable customers.

12.12 Some of the companies we may use who enable us to provide the services you receive may transfer your information outside the European Economic Area (EEA). Where this happens we will make sure there are adequate safeguards in place to protect your information.

12.13 You agree that we can ask your previous supplier for information to help us take over your supply. That could include information about Meter Readings and equipment, as well as charges you may owe your previous supplier.

12.14 If you move to another supplier, you agree that we can give them information about you, including Meter Readings to help them take over your energy supply.

13.0 Fraud/tampering with Meters

13.1 Where we suspect or believe that someone has tampered with your Meter, we will record the information on your account and report it to the relevant authorities and other affected parties. We may use this information to help us make decisions about your payment arrangements, products and services we offer you in the future.

13.2 We reserve the right in to terminate this Contract in accordance with Clause 8 upon the occurrence of any of event detailed in Clause 13.1 above.

14.0 Gas Deficit Emergencies

14.1 A gas deficit emergency may arise when there is a higher demand for gas from the gas transportation system compared to the actual amount of gas available.

14.2 If a gas deficit emergency occurs, it is the gas transporters' responsibility to reduce the demand. Gas transporters will stop the gas-supply customers who have agreed to an Interruptible Gas Supply with a gas transporter or with any of their previous suppliers. In exceptional circumstances customers who haven't agreed an Interruptible Gas Supply, might also be affected and their supply may be interrupted, reduced, restricted or suspended. The interruption of supply to customers who do not have an Interruptible Gas Supply is known as Firm Load Shedding, this procedure is used to secure a graduated and controlled reduction in demand on all or part of the system in order to keep the system safely pressurised.

14.3 You must inform us before we agree your contract details with you if you have an Interruptible Gas Supply agreement in place with a gas transporter or with any of your previous suppliers. If you do not tell us about this arrangement, we will consider you to be a Non-interruptible gas-supply customer under your contract with us.

14.4 If your Non-interruptible gas supply is interrupted, reduced, restricted or suspended by a gas transporter as a result of Firm load Shedding as a result of a gas deficit emergency, then you will be entitled to a compensation payment from the gas transportation industry.

14.5 The compensation payment will be paid to us by the relevant body in the gas transportation industry which is responsible for the interruption of your gas supply due to the gas deficit emergency. We will then credit this compensation payment amount to your supply account as soon as reasonably possible after we receive it.

15.0 Other Information

15.1 You cannot transfer any of your rights or responsibilities under this Contract to another person without our prior written consent. We can transfer all, or any part, of this Contract to another supplier, but your rights under clause 6 won't be affected.

15.2 The laws of England and Wales apply to this Contract.

15.3 If you fail to do anything under this Contract and we do not tell you straight away, that does not stop us from doing anything about it later on. If we do not immediately ask you for money that you owe us, it will not stop us from asking for it later on.

15.4 If a court or other authority such as Ofgem tells us a part or clause of this contract isn't valid, the rest of the Contract will still apply.

16.0 How to make a complaint

16.1 If, for any reason, you are not happy with our service, you can make a complaint. You can contact us by:

- a)** Telephone: 0800 0121 661
- b)** Email: Businesscomplaints@robinhoodenergy.co.uk
- c)** Post: Business Complaints, Robin Hood Energy, PO Box 10461, Nottingham, NG1 9JS
If we are unable to resolve your complaint immediately, we will aim to get back to you within 10 working days.

16.2 To resolve your complaint we will give you an explanation of the issue, seek to resolve it as quickly as possible and if we deem appropriate upon receipt and consideration of evidence to our satisfaction, we may offer compensation to reflect financial harm that has been caused by us or our partners

16.3 You can also ask us to undertake an internal review of how we handle your complaint. If you are not happy with the outcome of your complaint, we will reconsider it and you will receive what is called a 'Final Response'.

Citizens Advice Consumer Service

If you are a Micro Business the Citizen Advice Consumer service provides free and independent advice to small businesses on contract issues, complaints and debt. You can call them on 03454 04 05 06 or visit citizensadvice.org.uk/energy

The Energy Ombudsman Services

The Energy Ombudsman provides free independent advice to help resolve disputes between energy suppliers and their customers. If you have received a Final Response in accordance with Clause 16.3 and you are not satisfied with the outcome of your complaint or we haven't been able to resolve your complaint within eight weeks, you can take your complaint to the Energy Ombudsman. You can call them on 0330 440 1624 or visit: www.ombudsmanservices.org/energy.

17.0 Emergencies and safety gas and electricity

17.1 If you are aware of, or suspect, a gas leak, you must call the Gas Emergency Number immediately free phone, on 0800 111 999. You will also find this number on any of your bills and statements.

17.2 If you are aware of, or suspect, any danger relating to your supply or distribution of electricity and that requires attention, please contact Western Power Distribution on 0800 6783 105. These details are also found on your bills and statements.

18.0 Smart Meters

18.1 If you had a Smart Meter installed by your previous supplier, we will try to support its functionality. However if we are unable to do this we will treat it as a traditional credit meter until we are able to support its Smart functionality or we will exchange it for a Meter that we are able to support.

18.2 We may offer you a Smart Meter and provided that you agree to a Smart Meter being installed at the Site, we or our Agent will contact you to arrange a convenient appointment time for the necessary work to be carried out.

18.3 If you fail to provide us (or Our third party Agent) with access to the Site at the appointment time agreed between you and us in order for the Meter installation to be carried out, We may at our discretion charge you for the costs of that visit, unless you provide us with at least two Working Days' prior notice of cancellation of the appointment.

18.4 When we (or Our third party Agent) install a Smart Meter, We will follow the Smart Meter Installation Code of Practice. A copy of the code is available on Our Website <https://robinhoodenergy.co.uk/business-energy>

18.6 Once a Smart Meter has been installed at the Site and we are able to support that Smart Meter's smart functionality, we will use this to take Meter Readings, diagnose whether there are any technical issues with the Smart Meter, and update the Smart Meter's software and functionality as required without visiting the Site. We will use these readings to calculate the bills that we send you.

18.7 Once we have installed a Smart Meter, your bills will be based on the Meter Readings we take from your smart meter. In some circumstances we may have to estimate some of your bills if your Smart Meter has failed or the communications to the Smart Meter have failed. If this applies we may send an agent to take Meter Readings.

18.8 We may at our discretion switch your Smart Meter between credit and prepayment modes. We will give You 5 Working Days' prior warning if we do this and only if we have reason to believe that, based on our assessment and that of any relevant third party, that you may have difficulty in paying the Charges due to us under Your Contract.

18.9 As well as making use of the data from the Smart Meter to carry out the functions described in Clause 26.5, we may also collect information at up to half-hourly frequency, for the following additional purposes:

- a) To send you bills that are as accurate as possible;
- b) To help us predict demand for energy and track trends in consumption, across our customer base as a whole;
- c) To help you better manage your Energy usage.
- d) To assist us in determining whether or not your Meter has been damaged or is not functioning correctly;

18.10 You can opt out of allowing us to collect this level of information if you have a Profile Class 01-04 meter (electricity) or if your annual gas consumption is less than 732,000 Kilowatt hours (kWh). If you would prefer us not to collect this level of energy information, or if you change your mind about how you allow us to use your information, you can let us know at any time by calling us on 0800 0121 661 or by contacting us by post - Business, Robin Hood Energy, PO BOX 10461, Nottingham, NG1 9JS or email Business@robinhoodenergy.co.uk. We will process your request on the same day and the change will take effect as soon as reasonably possible.

18.11 We can at your request provide you with information in relation to your past Energy usage provided that this is still available from your Smart Meter. Smart Meters are not able to store information indefinitely so we will only be able to provide you with the data available in the frequency at which you have given us permission to record this.

18.12 If the Site has related Meters, the level of permission you agree to will apply equally to all Meters situated at that Site.

18.13 If you also have an export Meter, and your Energy is exported to us, the level of permission you agree to in relation to your import Meter will also apply to your export Meter.

w: www.robinhoodenergy.co.uk
t: 0800 0121 661
e: business@robinhoodenergy.co.uk

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