



Terms and Conditions Usio Energy

TERMS AND CONDITIONS OF SUPPLY
(Version 1.1 dated October 2017)



Terms and Conditions

Usio Energy

1. INTRODUCTION

1.1 These Terms and Conditions along with any Additional Terms and Conditions and our Tariffs shall form the contract between you and Usio Energy Supply LTD (UES).

2. GENERAL

2.1 These General Terms and Conditions govern the supply of Gas and/or Electricity by UES (us/we) to a Customer (you) at Domestic Premises. The definitions and explanations in section 3 of these Terms and Conditions will also apply to these Terms and Conditions.

3. DEFINITIONS

"Additional Charges" means any charges under the Contract other than charges for the supply of Energy to the Premises;

"Address" means the Domestic Premises, as identified in the Welcome Pack, to which we supply Energy under the Contract;

"Application" means an application for the supply of Energy to the Premises, completed by you and submitted to us in person, over the internet or made with us on the telephone;

"Consent Request" means a notice we will send you to request your consent before we make an amendment to the Contract. This notice will inform you of the nature, purpose and effect of the proposed amendment and inform you that you do not need to agree to it;

"Contract" means the contract under which we supply Energy to the Premises and includes a Deemed Contract unless otherwise specified;



"Contract Start Date" means the date on which the Contract is entered into by you and us (and becomes a legally binding agreement);

"Deemed Contract" means 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 contract. A deemed contract means that you are supplied by energy with us under a deemed tariff until you choose another of our tariffs or switch from UES to another supplier;

"Domestic premises" means premises at which the supply of Energy is used wholly or mainly for domestic purposes;

"Electricity distributor" means the licensed operator of the distribution system through which electricity is supplied to you;

"Energy" means gas or electricity or both: (i) as selected on your Application; (ii) as supplied under a Deemed Contract in accordance with clause 3; or (iii) as has otherwise been agreed between you (or any person authorised on your behalf) and us to be supplied under the Contract;

"Exit fee" is a fee that we may, at our discretion, charge you if you end your fixed term tariff before we send you a renewal proposal in relation to that fixed term tariff;

"Fixed term period / tariff" is a tariff for the supply of energy where the charges will not change during the fixed term period;

"Metering Equipment" means the meter and any ancillary equipment which records the quantity of Energy supplied to the Address;

"Notice of Amendment" means a notice we will send you before we make an amendment to the Contract without your consent. This notice will inform you: (i) of the specific amendments which are proposed; (ii) that you may end the Contract by changing to another supplier or entering into a new contract with us; (iii) of where you can obtain advice and information about changing to another supplier; (iv) that we may prevent you from changing supplier if you have failed to pay our charges as required under the Contract; and (v) any other information which our license conditions require us to include;

"Ofgem" means the Gas and Electricity Markets Authority, which regulates the gas and electricity markets in Great Britain;



“our, us, we” refers to Usio Energy Supply Ltd;

"Payment Method" means one of the following methods of payment of charges due from you to us under the Contract: your bank has been authorised by you, under the Direct Debit Scheme, permitting us to collect charges due from you to us under the Contract directly from your bank;

"Premises" means the property (including any part of any land, building or structure) to which Energy will be supplied under this Contract and at which Energy will be used wholly or mainly for domestic purposes;

"Prepayment Meter" means a meter which operates in a way that requires you to pay charges in advance;

"Price Plan" means any price and Payment Method (including all associated terms and conditions) included in your Tariff Booklet;

"Privacy Policy" means the policy as given at www.usioenergy.com

"Security Deposit" means an Additional Charge payable by you to us, which is an advance payment to cover any future charges due from you to us under this Contract which you fail to pay;

“Smart Metering Equipment” and “Smart Meter” means a meter which has functionalities which will allow remote reading of the meter, remote management, assistance and supply of information relating to the Services being supplied to you.

"Supply Start Date" means the date on which we start to supply Energy as set out in clause 4 in circumstances where this Contract is not a Deemed Contract;

"Welcome Pack" means the booklet which we provide to you to confirm the terms and conditions of the Contract which are not set out in these terms and conditions and which will be provided to you following your Application;

"Working Day" means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day that is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971;

“you, your and customer” refers to the person or persons named on the application, any persons notified to us from time to time and accepted by us or the person or persons who enter a Deemed Contract with us;



4. CONTRACT START DATE

4.1 Your contract with us starts when you accept the Terms & Conditions in the sign-up page of the online application process OR when you have received our welcome back when signing up via telephone.

4.2 Our services are provided online and it is your responsibility to ensure you have any equipment necessary to access the service and that you ensure we have a valid email address for you always.

5. SUPPLY START DATE

5.1 We will begin the supply to you within 21 days of the date of accepting the T&C's during the sign up

5.2 We will not begin supply if:

5.2.1 we have not obtained all the information we need to start the supply; or

5.2.2 your existing supplier blocks the switch; or

5.2.3 we cannot complete it because of something else you have failed to do; or

5.2.4 your meter is not suitable for the tariff we are to provide.

6. YOUR RIGHTS OF CANCELLATION

6.1 You may cancel the contract at any time within the 14 days following the date of accepting the T&C's during the sign up process or by contacting us via our enquiry form at help@usioenergy.com

6.2 If we currently supply gas and/or electricity to the premises and you cancel your contract with us, we will continue the supply under our Deemed Contract terms and conditions until a new supplier to the premises is appointed;

7. OUR PRICES AND CHARGES

7.1 Your contract will either be a fixed term and / or tariff or a variable rate tariff. Our prices for supplying gas and/or electricity are available at our web site_ www.usioenergy.com



7.2 We will not increase the charges you pay under your contract whilst you are on a fixed plan unless your contract changes. If you are on a fixed plan, we may not allow you to change to another fixed plan until your current contract ends, or we may charge you a fee to do so;

7.3 If you are on a fixed plan you can cancel your contract during the 14-day cooling off period without incurring a fee;

7.4 We may increase the charges on a variable plan by giving you 30 days' notice. If you are on a variable plan you can cancel at any time without an exit penalty;

7.5 Our charges are based on the Energy consumed by you at the premises as recorded by our Metering Equipment and calculated by a meter reading supplied by you or taken by us or our Agents or if no meter reading is supplied, our estimate;

7.6 Our charges are based on:

7.6.1 a daily standing charge which is a fixed amount;

7.6.2 a single unit rate charge, which is a charge for each unit used under the applicable tariff;

7.7 VAT is also payable at the applicable rate;

7.8 We may also charge you any Additional Charges which may be applicable, these [are available at www.usioenergy.com](http://www.usioenergy.com)

8. PAYMENT METHOD

8.1 You are responsible for paying for the supply until your Contract with us ends. If you have entered this contract together with other people, each person will be jointly and severally liable for any money owed to us.

8.2 The method of payment that applies will be determined according to the applicable tariff.

8.3 When the payment method is by Direct Debit:

8.3.1 the amount of the Direct Debit will be determined initially according to your estimated annual consumption; It will be calculated based on the annual average



usage divided by 12 monthly periods. If it is the first year we reserve the right to increase the amount by 25% during winter months

8.3.2 the Direct Debit will be taken on the day supply begins & once a month thereafter;

8.3.3 it will be adjusted to the appropriate amount following our receipt of a meter reading, supplied by you or taken by us, of the actual Energy consumed at the premises;

8.3.4 advised to you following our receipt of a meter reading, supplied by you or taken by us at least 7 days prior to being collected by us;

8.3.5 we will act in accordance with the Direct Debit Guarantee.

9. NON-PAYMENT OF CHARGES

9.1 If you do not pay any sums due to us, we may:

9.1.1 require a Security Deposit from you, or replace your existing meter with a pre-payment meter;

9.1.2 adjust the prepayment meter tariff to recover the sum due to us;

9.1.3 offer you a payment plan according to your circumstances;

9.1.4 take such steps as are necessary, including employing a debt collection agency, to recover the sums due to us;

9.1.5 provide information about your non-payment to credit reference agencies;

9.1.6 recover from you all costs incurred by us in pursuing your non-payment;



9.1.6 recover from you all costs incurred by us in pursuing your non-payment;

9.1.7 charge interest at the rate of 2.5% above the current Barclays Bank base rate on all outstanding charges;

9.1.8 disconnect the supply in accordance with clause 12

9.2 If you are having difficulty in paying your bill, please let us know as soon as possible and we can discuss ways that might help make paying your bills more manageable. We will provide all such help and assistance as we can to avoid disconnecting your supply of Energy.

10. Payments and charges – additional charges

10.1 From time to time you may need to pay additional charges relating to the following:

10.2 Testing the accuracy of your meter. If you request a meter accuracy test and the meter is found to be operating within industry tolerances, we will charge for the test. We will let you know beforehand what the charges will be. The test is not chargeable where a meter is found to be inaccurate.

10.3 Repairing or replacing your metering equipment under section 14 below.

10.4 Changing the position of a meter at your Property, unless required for due to a vulnerability.

10.5 Warrant costs relating to disconnecting or reconnecting your supply.

10.6 Replacing payment cards or keys, if you have a prepayment meter.

10.7 Charges we are required to pass on to our customers by law or regulation, or a regulatory authority (such as Ofgem).

10.8 Any reasonable costs we incur (including administration costs) because you failed to meet the terms and conditions of this contract.

10.9 Should you fail to attend an agreed engineer visit or meter installation without giving at least 24 hours' notice, we will pass on any charges from our meter



operator to you. This is currently £70 per failed appointment. For further details of our charges please see our energy charges list: totoenergy.com/gas-electricity

11. ENDING THE CONTRACT

11.1 You may end this contract by giving us at least 28 days' notice provided that the start date with the new supplier is after the date we issue the 'statement of renewal' (see 10.4.1) and

11.1.1 either another supplier has started to supply Energy to the premises, or the supply has been disconnected; and 10.1.2 all sums due by you to us have been paid.

10.1.3 If you're switching away from us for any reason and you have a prepayment meter, we can object to the switch if you owe us more than £500, unless your new supplier agrees to take on the debt or you pay us within 30 working days of receiving notice that we've blocked your switch.

10.1.4 If you're paying by any method other than via a prepayment meter, we can block a switch for any amount of debt.

10.2 We may end this contract if: -

10.2.1 you are in material breach of the contract;

10.2.2 you did not pay us what you owe us when it was due;

10.2.3 we no longer have the relevant licences to supply your Energy;

10.2.4 at any time by giving you 28 days' notice

10.3 This contract will terminate immediately if: -

10.3.1 Ofgem gives a "Last Resort Supply Direction" to another supplier in respect of the gas and/or electricity in relation to the premises;

10.4 What happens as you come toward the end of your fixed plan

10.4.1 We will send you a "statement of renewal" (also known as a "contract expiry notice") at least 6 weeks before your fixed plan is due to end, informing you of the options available to you;

10.4.2 If your fixed plan ends and you've asked us for a new fixed plan, we'll start



a new contract with you for the new fixed plan on the date the old one ends;

10.4.3 If your fixed plan ends and you haven't asked us for a new fixed plan, we will automatically transfer you to the cheapest variable plan available for your meter type and payment method until you switch to a new supplier or you start a new fixed plan with us. We must do this under Ofgem's rules;

10.4.4 If you are transferred to our cheapest variable plan you may be charged higher unit prices and standing charges, and these charges could change at any time – see section 7.1 above for further details;

10.4.5 If you ask for a new fixed plan and we change the price of that fixed plan before your new contract starts, we will honour the lower charges if you ask us to before the new contract starts;

10.4.6 If you decide to leave us and we hear from your new supplier within 20 working days after your fixed plan ends, or if you enter into a new plan with us in the same period, we'll keep your charges the same until you switch or start the new plan (as applicable);

12. MOVING HOUSE

12.1 If you are moving and request us to provide gas and/or electricity supply to your new premises, we will cancel your existing contract and provide a new contract appropriate to your new premises. We will not charge a termination fee.

12.2 If you are moving and do not request us to provide gas and/or electricity supply to your new premises, we will cancel your existing contract after 2 days' notice. Termination charges may apply.

12.3 If you are moving and do not tell us, we will terminate your existing contract when a new owner or occupier starts taking a Supply at the premises.

12.4 If you move premises you must tell us within 28 days of moving out.

13. USE OF DATA

13.1 You give UES the right to use your Half Hourly consumption data for the purposes of Half hourly settlement of your electricity consumption.

13.2 If you do not provide UES with the right to use your Half Hourly Data, then we reserve the right to switch you on to our standard variable tariff. More information on our standard variable tariff can be found at www.usioenergy.com.



14. DISCONNECTION

14.1 We can suspend or disconnect the Supply if: -

14.1.1 you have not paid your bill on time;

14.1.2 you are in material breach of the contract;

14.1.3 we have reason to believe you may have damaged or tampered with the Metering Equipment;

14.1.4 we are required to do so by any law, code or agreement;

12.2 If we disconnect the supply, you are required to pay: -

12.2.1 our reasonable costs to disconnect the supply; and

12.2.2 our reasonable costs to reconnect the Supply;

15. METERING EQUIPMENT

15.1 The volume of Energy supplied to the premises is measured by the Metering Equipment installed on the premises;

15.2 You are required to take reasonable steps to ensure that the Metering Equipment is protected and not damaged or interfered with in any way and to notify us should any damage or interference occur;

15.3 Unless your meter is a Prepayment Meter you are required to provide us with a meter reading each month at a specified time;

15.4 We will try to ensure the We or our Agents take a meter reading at least once every year;

15.5 We will carry out a safety inspection of our Metering Equipment at least once every two years;

15.6 If you have a smart meter that we can read without coming to your Property, you agree that:

15.6.1 We may remotely repair and update it.

15.6.2 We may switch it from credit mode to prepayment mode – we will notify you before this happens.

15.6.3 We may use information from it to work out your bill and offer you appropriate tariffs and other products (including via any associated in-home display device), and monitor your energy usage.



15.6.4 Any equipment provided (such as an in-home display unit) should not be removed from your Property or tampered with without our consent.

16. ACCESS

16.1 You agree to give us or our agents access to the premises and the Metering Equipment at reasonable times for the following purposes: -

16.1.1 to take a meter reading;

16.1.2 to carry out a safety inspection;

16.1.3 to install, replace, test or reposition the Metering Equipment;

16.1.4 to disconnect the supply;

16.1.5 to reconnect the supply.

17. YOUR INFORMATION

17.1 We agree that we will only use any personal data that you provide to us in accordance with our Privacy Policy which is available at www.usioenergy.com

17.2 It is your responsibility to ensure that the contact information that UES is accurate by informing us of any changes (e.g. email address, telephone numbers etc.);

18. OUR LIABILITY

18.1 We will not be liable to you for: -

18.1.1 any loss due to circumstances beyond our control (Force Majeure event);

18.1.2 any loss which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contractor wasted expenses;

18.1.3 employees, subcontractors or agents that did not follow this contract;

18.1.4 any loss caused to you by the Gas Transporter or the Electricity Distributor more than the amount we are entitled to recover from the Gas Transporter or the Electricity Distributor on your behalf.

16.2 If you suffer any loss or damage, our responsibility to you will be limited to a maximum of £10,000 in any calendar year.



19. SUPPLY, SAFETY AND EMERGENCIES

19.1 It is not possible for us to guarantee that your supply will never be interrupted as there are some circumstances when this is possible. We are not responsible for any losses that you may incur in these situations, for instance –

19.1.1 If it would be unlawful to continue supply

19.1.2 To avoid danger to people or property

19.1.3 Some maintenance / repair work to the network is needed.

17.2 You must tell your Electricity Distributor immediately if you become aware of any matter or incident which: -

17.2.1 affects or is likely to affect the security, availability and quality of the service of the distribution network; or

17.2.2 causes danger or requires urgent attention regarding the supply or distribution of electricity.

17.2.3 Their contact details are –<http://www2.nationalgrid.com/UK/Safety/Electricity>

17.3 If you suspect or are aware of a gas leak you must immediately telephone the Gas Emergency Number 0800 111 999 (24 Hours);

17.4 If you have caused a stoppage, limitation or disconnection then you may have to pay a reasonable charge to restore your gas/electricity supply.

17.5 You must not use the energy supply in a way that could endanger people or property.

17.6 If you believe your meter or any other associated equipment is damaged, you must tell us immediately.

20. TRANSFER OF RIGHTS

20.1 We may transfer, subcontract, assign or novate any or all our rights (including the right to recover the Charges) or obligations under the Contract without your consent, but this will not affect your rights under the Contract.

20.2 You may not transfer the Contract or any of your rights under it without first obtaining our written consent.



21. NATIONAL TERMS OF CONNECTION

21.1 As your supplier, we are acting on behalf of your network operator to make an agreement with you. The agreement is that both you and your network both accept the National Terms of Connection (NTC) and agree to keep to its conditions. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from your home or business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 020 7706 5100, or see the website at www.connectionterms.org.uk

22. NO WAIVERS

22.1 If we do nothing, or delay taking action, when you breach the Contract, we will still be entitled to take prompt action to enforce a similar or subsequent breach of the Contract by you.

23. NOTICES

23.1 Notices to you under this Contract will be sent by post or hand to the billing address, or in the case of email to the last known email address that you have provided. We will treat such notices as having been received 2 days after we have sent it to you, unless we receive evidence to the contrary.

23.2 Notices to us under the Contract must be sent by post to Usio Energy Supply, Unit 409 Canalot Studios, 222 Kensal Road, London W10 5BN.

24. INVALIDITY

24.1 If any part of this Contract is declared invalid or is void or unenforceable, the validity of the rest of the Contract will not be affected;

25. GOVERNING LAW

25.1 The laws of England and Wales apply to this Contract as appropriate to the location of the premises. If the location of the premises is in Scotland, Scottish law shall apply;



26. CREDIT CHECKS AND SHARING OF INFORMATION

26.1 Before we enter into the contract with you, and during your contract with us, we look at any information we have, and we may share your personal information with credit reference agencies and/or fraud prevention agencies.

26.2 We reserve the right to apply for information on all customers. If you have named another person on your UES account, you must make sure they know we may perform a credit check on them.

26.3 Information supplied to us may be used to:

26.3.1 Verify your identity.

26.3.2 Make decisions on credit and credit-related services that we may provide to you, your partner, or other members of your household or your business (including the appropriate payment method).

26.3.3 Use scoring methods to assess your application and help us choose what plan and payment method is right for you.

26.3.4 Prevent crime, fraud and money laundering.

26.3.5 Check the operation of your credit-related accounts.

26.3.6 Manage your personal, your partner's and/or business (if you have one) credit or credit-related account or other facilities by the credit reference agency.

26.3.7 Trace your whereabouts and recover debts that you owe.

26.3.8 Undertake statistical analysis and testing, which could include personal details and your energy use. This could be used to create personal profiles. (see our privacy policy at www.usioenergy.com for more information).

26.3.9 This request will stay on your credit checking history whether or not you join UES or not.

24.4 Based on your credit check, we may ask you for a security deposit or to pay via prepayment meter.



24.5 If you fail to pay us any money you owe this information may be passed to credit reference agencies and/or fraud prevention agencies. The credit reference agencies keep records for six years after:

24.5.1 Your account has been closed.

24.5.2 You pay the debt.

24.5.3 Someone takes action against you to recover the debt.

24.6 Your data will not be used to create a blacklist. You can contact the credit reference agencies currently operating in the UK – their current details are below. The information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

- CallCredit. - Consumer Enquiries Tel; 0330 024 7574
- Equifax PLC. - Customer Service Centre, PO Box 10036, Leicester LE3 4FS. Tel; 0870 010 05833 or log on to www.equifax.co.uk
- Experian. - Customer Support Centre, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to www.experian.co.uk

27. CONTACT US / OUR COMPLAINTS PROCEDURE

- Contact Us

You can contact by email (help@usioenergy.com) or phone - we are available Monday to Friday between the hours of 09.00 and 17.00 on 0203 176 6957

and our Customer Services team will be on hand to help you with any issue you may have and keep things as easy as possible for you.

If you prefer to write to us our address is as follows;
Usio Energy Supply Limited, Unit 409 Canalot Studios, 222 Kensal Road,
London, W10 5BN.

If after contacting us we have not resolved all your issues then you can register a complaint. We will keep a record of your complaint and stay in regular touch until it is resolved.

- Our detailed complaints procedure can be found at on our website, www.usioenergy.com