

# Domestic Energy Supply Terms and Conditions

## 1. Who the contract is between

- 1.1 The contract is between you and us.
- 1.2 We are Avid Energy Limited, a company registered in England with company number 10026662. Our address is Maple House, High Street, Potters Bar, Hertfordshire, EN6 5BS
- 1.3 You are the person who:
  - a) agreed via our website, over the phone, by post, or in person to take a supply of energy from us; or
  - b) started taking a supply of energy from us, which created a deemed contract.
- 1.4 Some of the words and phrases used in the contract have a special meaning. These are explained in section 33 (glossary) at the end of these terms and conditions.
- 1.5 The contract is a legally binding agreement. Both you and we must comply with the contract. We may take legal action against you if you do not.

## 2. What you agree to do

- 2.1 You promise that:
  - (a) you are over 18 and can legally agree to the contract;
  - (b) you either live at or own the property;
  - (c) if you are the landlord of the property, you will take reasonable steps to ensure that you bring these terms and conditions to the attention of your tenants;
  - (d) the property is connected to the energy network;
  - (e) you have given us accurate details about the property, the type of meter installed at the property and the amount of energy used at the property;
  - (f) you will use the energy supply wholly or mainly for domestic purposes;
  - (g) you will keep us up-to-date concerning your postal and email address and phone number; and
  - (h) you will pay a security deposit if we ask you to do so in accordance with the contract.
- 2.2 We have entered into the contract in reliance on the information provided by you in your application, which you confirm is accurate. If this information changes significantly you must tell us.
- 2.3 If any of the information you gave us at the beginning of the contract was not accurate, or if your circumstances change, then we have the right to change your price plan to move you onto what we consider a more appropriate price plan.
- 2.4 You agree to pay any of our charges due under this contract and agree to reimburse us for our reasonable costs arising from you interfering with your energy meter.

- 2.5 You agree not to interfere with the meters or any meter reading equipment.
- 2.6 You agree to abide by the rules of any promotional offer that may be in place at the time of entering into the contract.
- 2.7 By entering into this contract you have agreed to pay your bills. If you don't pay our bills, we can make you pay a deposit, pay in a different way (for example, through a prepayment meter), or possibly disconnect your premises.
- 2.8 You agree that we may run a credit check on you from time to time.
- 2.9 Our privacy notice, which discusses the ways in which we process any information you provide us with, is available on our website.

### 3. What we agree to do

- 3.1 We are responsible only for the supply of energy to the property at the meter.
- 3.2 We are not responsible for any pipes, fittings, plant, wires and cables, equipment, and apparatus used in connection with the supply on your side of the meter. It is your responsibility to ensure that they are maintained in good working order and safe condition at all times until the contract ends.
- 3.3 Ownership of, and responsibility for, the energy will transfer to you at the point at which the property is connected to the network.

### 4. Our tariffs

- 4.1 Your contract will be either a fixed tracker tariff or a variable tariff.
- 4.2 The cost of the fixed tracker tariff and variable tariffs will increase and decrease in line with Ofgem's prepayment price cap. We will provide you with notice of any price increases in accordance with our supply licence.

### 5. Service suitability

- 5.1 Some of our price plans are dependent on you having a smart meter installed at the property and the smart meter operating as a prepayment meter. If a smart meter is not installed at the property (and we are not able to install one within a reasonable period of time) then we will change your price plan to our cheapest available variable price tariff that does not require a smart meter operating as a pre-payment meter.
- 5.2 Paying for energy via a prepayment meter is not suitable for everyone. Failure to keep your meter topped up may result in no energy being supplied to the property. If you rely on energy being supplied to the property, and are likely to face difficulty topping up frequently, please contact us.

- 5.3 It is your responsibility to ensure that there is enough credit in your prepayment meter to ensure a constant supply of energy.
- 5.4 We are not liable for any damage that may occur to appliances in the event that you do not maintain sufficient top up to ensure a continued supply of energy to the property.

## 6. About the contract

- 6.1 This section 6 does not apply to deemed contracts. Deemed contracts are explained in section 7 (deemed contracts).
- 6.2 You will have entered into the contract by:
- (a) completing an application over the phone;
  - (b) completing an application in front of one of our representatives;
  - (c) completing a paper application and posting it to us; or
  - (d) completing an application online.
- 6.3 The contract starts when we accept your application.
- 6.4 This contract will continue on a rolling term basis until it is terminated.

## 7. Deemed contracts

- 7.1 If you didn't enter into the contract with us in any of the ways described above (in section 6), you will be deemed to have accepted these terms and conditions under a deemed contract.
- 7.2 A deemed contract is automatically created by the energy legislation, if:
- (a) you own or occupy the property; and
  - (b) we supply energy to the property; and
  - (c) we do not have a contract with any other person for the supply of energy to the property.
- 7.3 Where a deemed contract applies, these terms and conditions will apply to the supply of energy to the property, but:
- (a) the contract will start in accordance with the applicable energy legislation;
  - (b) the charges payable by you for the energy will be those described on our website applying to deemed contracts;
  - (c) the payment method will be by pre-payment meter where one is fitted (and by cheque on receipt of our bills if no prepayment meter is fitted); and
  - (d) we will confirm any other relevant details when we write to you to confirm that a deemed contract has arisen.
- 7.4 In addition to the circumstances described elsewhere in the contract, a deemed contract will end when you or someone else enters into another contract for the supply of energy to the property (either with us or another supplier).
- 7.5 Please note that the tariffs that apply under deemed contracts are higher than our fixed price plans and standard variable rate.

## 8. Cancelling the contract

8.1 You have a statutory right to cancel the contract within 14 days of the date you entered into it.

8.2 If you wish to cancel the contract in this way, you must contact us within this period of 14 days in accordance with section 29 (communications).

8.3 After this period of 14 days has ended, you can only end the contract as described in section 19 (ending the contract).

8.4 If you cancel the contract while we are the registered under the industry rules as the supplier of energy to the property, then a deemed contract will be created (see section 7).

## 9. Starting your supply

9.1 If we are already registered under the industry rules as the supplier of energy to the property at the time the contract starts, then we will supply energy to the property under the contract from the time the contract starts.

9.2 If we are taking over from another supplier as the supplier of energy to the property, we will complete the transfer within 21 days after the expiry of your right to cancel the contract (see section 8), unless you request that the transfer take place at a later date. However, in certain circumstances (as set out in our supply licence) we may not be able to complete the transfer within 21 days. Where this is the case, we will complete the transfer as soon as we can. We will supply energy to the property under the contract from the time at which we are registered under the industry rules as the supplier of energy to the property.

9.3 From the time that we start to supply energy to the property under the contract, you will become liable to pay the charges under the contract.

9.4 Unless there is a smart meter at the property, you must provide us with an actual meter reading on the day that we start to supply energy to the property under the contract. If you do not do so, or we do not reasonably consider that the reading you provided is accurate, then we will use an estimate based on the industry rules and the last meter reading we have.

## 10. Prices and charges

10.1 You will have chosen the applicable energy tariff and payment method, which comprise your price plan, as part of your application. This price plan forms part of the contract. It is subject to change in accordance with the contract.

10.2 Our energy tariffs consist of two types of charge, unit rates and standing charges. Up-to-date information describing all of our energy tariffs can be found on our website.

10.3 In addition to your energy tariff, our charges also include additional fees for services and activities. Up-to-date information describing all of these additional fees can be found on our website. They include fees for things like:

- (a) disconnecting or re-connecting your energy supply;
- (b) fixing, moving or replacing a meter;
- (c) administrative costs related to debt collection;
- (d) obtaining a warrant to access the property;
- (e) visiting the property;
- (f) if you miss an appointment with one of our agents; and
- (g) replacing a prepayment meter key or card that is lost or damaged.

10.4 All charges will be subject to VAT and other taxes and duties at the prevailing rates, which you must pay in addition.

10.5 You will be liable to pay all the charges relating to the period of the contract.

## 11. Changes to the price

11.1 We may change your price plan or make other changes to the charges in accordance with our supply licence and the contract.

11.2 Our price plans sometimes depend on how a customer chooses to pay. If you select a price plan that requires payment in a certain way, and then you choose not to pay in that way or you are unable to pay in that way, then we will change your price plan to our cheapest available price plan that is available for the way you pay.

11.3 The availability of our price plans sometimes depends on individual customer circumstances. Before we enter into the contract with you, we look at any information we have. That might include what we know about how you've paid bills in the past, anything you've told us, and any information that a credit-reference agency has given us. We use all this information to decide how likely we think it is that you'll be able to pay your bills. Our decision can affect how we ask you to pay. For example, it might affect how often we send you bills. We might also ask you to pay a deposit or use a different kind of meter. This might happen at the beginning of the contract, or it might happen part way through the contract (if your circumstances change or if the information you gave us was or becomes inaccurate).

11.4 Where we give you a notice of a price change we will only apply that change from the notified implementation date. If a meter reading is required in order to split the consumption into amounts to be charged on the old and new prices, we will use an actual meter reading where possible. If no meter reading is available for the date mentioned in the notification we will estimate the reading using the information that we have available to us.

## 12. Paying for the energy supplied

12.1 If you are a prepayment customer, we won't send you bills, but we will send you a statement once a year. The statement will show how much energy you've used that year and the charges you've paid.

12.2 If you are a prepayment customer, you must top up your meter in advance in order to receive the supply, and we'll deduct the charges you owe us from the amount you have pre-paid.

12.3 If you are not a prepayment customer, we will send you bills in accordance with your price plan. You must pay those bills in accordance with your price plan.

12.4 We will estimate your statements and bills if we do not have an up-to-date meter reading. We will adjust your next bill on receipt of an actual meter reading or if other information subsequently becomes available.

12.5 Where any credit amount is due to you under the contract, we may use the credit amount to set-off against any amounts that you owe us. Set-off will settle both the amount owed to you and the equivalent amount you owe us.

12.6 If you owe your previous energy supplier money for the period prior to the start of supply under the contract, this debt may be transferred to us under the industry rules. If this is the case, you will pay us the amount owed together with any reasonable administration costs we incur.

## 13. Deposit payments

13.1 You must pay us a deposit if we ask you to do so (except if you are a prepayment customer).

13.2 We will only ask you to pay a reasonable amount by way of a deposit. We will not ask you to pay a deposit if you are a prepayment customer.

13.3 If you pay us a deposit, the money you pay us will belong to us. We may use the deposit to settle your charges during the period of the Contract if you owe us money. We will pay you an amount equal to the balance of the deposit after the payment of our final bill or if we agree that a deposit is no longer necessary (once we have deducted any amount necessary to settle outstanding charges). For more information, please view our deposit policy published on our website.

## 14. If you have difficulty paying the charges

14.1 Information about what to do if you are having difficulty paying the charges can be found on our website.

14.2 If you do not pay the charges when they are due, we may (in compliance with our supply licence):

- (a) charge interest at the Bank of England base rate at the relevant time, plus four percentage points;
- (b) install a prepayment meter (if one is not already installed), and change your price plan so that you become a prepayment customer;
- (c) require you to pay a deposit under section 13 or increase the amount of the deposit you are required to pay;
- (d) ask debt collection agencies to act on our behalf;
- (e) take legal action against you; and/or
- (f) arrange for the supply of energy to the property to be cut-off.

14.3 If we install a prepayment meter, we can charge you our reasonable costs for the work. The charges you pay via the prepayment meter may be higher than you would otherwise have had to pay.

## 15. Meters

15.1 We will arrange for a meter to be (or remain) installed at the property.

15.2 The meter will either belong to us or to another entity with which we have contracted. You will not own the meter, and you will not be able to replace it with an alternative meter.

15.3 You must not interfere with the meter, and you must make sure that it is not damaged. You must compensate us for any losses or costs that we incur as a result of damage to the meter.

15.4 We will not charge you to replace a meter where we choose to replace a meter or where the meter is faulty.

15.5 If we agree to replace or move the meter at your request, you will pay us the applicable fee for doing so

15.6 If we have not taken an actual meter reading, we will estimate your bill based on your previous usage. If this is not available we will use industry averages to estimate your energy supply. If you have provided a meter reading, we will use this unless we have reason to believe it is inaccurate.

15.7 You can ask for the meter at the property to be tested by an independent meter examiner. If you ask for a test you may be charged for the test. If the meter is found to be inaccurate, any charges for testing the meter will be refunded.

15.8 You must inform us immediately if the meter (or any part of it) is faulty or has been damaged or lost.

15.9 Gas meters may measure your supply in cubic metres or cubic feet. The amount of gas you are charged for depends on a number of variables such as calorific value and pipe pressure. We will convert the meter reading into kWh in accordance with the relevant industry rules.

## 16. Access to the property

16.1 You will ensure that we and the network operator (or anyone authorised by us or them) is given safe access to the property at reasonable times for all reasonable purposes in connection with the supply of energy. This will include access for the purposes of reading, inspecting, maintaining, removing or replacing the meter, or for the purposes of cutting-off the energy supply to the property (where we are allowed to do so under the contract or the energy legislation).

16.2 Where reasonably possible (except for meter readings), reasonable advance notice will be given prior to us exercising these rights of access.

16.3 These powers of access are subject to statutory and regulatory restrictions. Any person authorised by us will carry and produce identification. Further details concerning access by us can be found on our website.

16.4 Additional charges may apply if we have arranged to visit the property and you are out or access is not granted.

## 17. When we can refuse or stop supply

17.1 We can cut-off the supply of energy to the property if one or more of the following circumstances applies:

- (a) in an emergency;
- (b) if the meter is faulty;
- (c) if the meter has been tampered with;
- (d) if you have not paid the charges when they are due;
- (e) it is no longer reasonable for us to continue to supply;
- (f) if we are required to do so by the network operator, Ofgem or another competent authority.

16.2 We will apply with the applicable energy legislation and our supply licence in respect of disconnecting and re-connecting the supply of energy to the property.

## 18. Changing the contract

18.1 We may, without your consent, amend the contract in any way by giving you prior notice of the amendment. However, we will never extend the period of a fixed price tariff without your agreement.

18.2 If we give you notice of an amendment to the contract that is (or is likely to be) to your disadvantage (including if we increase the charges applicable to your price plan), then we will not make the amendment if, within 20 Working Days of our giving you notice of the amendment:

- (a) you end the contract and transfer the property to a new supplier;
- (b) you enter into a new contract with us; or
- (c) our supply licence prevents us from doing so.

18.3 This section 18 does not prevent us making changes to the contract to reflect changes in laws or changes in the industry rules (as long as we comply with our supply licence).

18.4 This section 18 does not apply where we change your price plan in accordance with other provisions of the contract.

18.5 You and we can agree mutual variations to the contract, and we will follow the process for mutual variations required by our licence.

## 19. Expiry of fixed price tariff

19.1 If the period of your fixed price tariff is due to expire, we will send you a statement of renewal terms in accordance with our supply licence.

19.2 The statement of renewal terms will explain your options to change supplier, to agree another fixed price tariff or to take a supply on the basis of no fixed price tariff. The new fixed price tariff we offer you will not be for a longer period than your previous fixed price tariff, and will only apply if you expressly agree to accept the tariff.

19.3 Following the end of a fixed price tariff period, if you have not agreed a new fixed price tariff and if you have not changed supplier (within a reasonable period of time, as prescribed by our supply licence), then we will move you to the price plan with the cheapest variable tariff we offer at the time.

## 20. Ending the contract

20.1 If you are selling or leaving the property, you must give us at least two Working Days' prior notice of the date you are selling/leaving. The contract will then end on the date you notify. If you do not give us the required notice, the contract will end on the date on which any other person enters into a contract with us (or another supplier) for the supply of energy at the property.

20.2 You can also transfer the property's supply of energy to another supplier at any time by giving us at least 28 days prior notice. However, we can stop this transfer to another supplier if you owe us money under the contract. If you have given us notice to end the contract, but another supplier has not become registered under the industry rules as responsible for the energy supply to the property, then the contract will continue.

20.3 Where the contract ends during a fixed price tariff period, you must pay us the exit fee (if any) that applies to that fixed price tariff.

20.4 We may end the contract if you have failed to pay the charges, if you have failed to pay a deposit, if we believe that you have tampered with the meter or the supply, if you have failed to comply with another important requirement of the contract, or if you have failed a credit check.

20.5 The contract will automatically end if you if Ofgem requests another supplier to provide energy to the property under the supplier of last resort scheme set out in our supply licence.

20.6 We may end the contract in any circumstances by giving you at least 28 days' notice.

20.7 Unless there is a smart meter at the property, you must provide us with a meter reading at the end of the contract. If you do not do so, we will estimate the meter reading based on the industry rules and the last meter reading we have.

20.8 If the contract ends for any reason, you and we will not lose any rights we already have (for example, to claim any money that is owed in respect of the period of the contract).

20.9 If we owe you a credit after the end of the contract (once all of the charges have been settled), we will pay you this credit (as long as you are still at the property or we have a forwarding address).

## 21. Responsibility for loss or damage

21.1 We are liable for death or personal injury caused by our negligence, and for any other liabilities that cannot be limited as a matter of law.

21.2 We will not be liable to you under or in connection with the Contract for:

- (a) any loss incurred due to circumstances outside of our reasonable control;
- (b) any economic loss or loss of profit, income, use, goodwill, contract or business;
- (c) any loss which was not or could not be reasonably anticipated by us when the contract was entered into; or
- (d) any loss or damage arising from any interruption in or to the supply of energy (including loss of or damage to food or the costs of repairing, rectifying or reinstalling the operations of any computer or telephone or other electronic systems or gas appliances).

21.3 If we are liable for any loss or damage under or in connection with the contract (whether in contract or negligence or otherwise), our liability to you shall be limited to £10,000 for each event (or series of connected events) in any 12-month period.

21.4 In the case of loss or damage caused by a network operator, our liability to you will not exceed the amount that we are entitled to recover from the network operator in respect of that loss or damage.

## 22. Protecting information

22.1 We may use any information we hold about you (and other members of your household) to manage your account with us.

22.2 The ways in which we collect, store, use, share and otherwise process your data are described in our privacy notice, which is available on our website.

22.3 You confirm that you have the consent of each member of your household to agree to our use of data in accordance with our privacy notice.

22.4 We will take appropriate technical and organisational measures against unauthorised and unlawful processing, accidental loss, destruction or damage to the information we hold on you (and your household). We will not pass the information we hold on you outside the European Economic Area (EEA) without obtaining your consent or putting in place other appropriate safeguards, but the persons with whom we share your information may hold or transfer this information outside the EEA, where it may be less securely protected.

22.5 If you send us proof of identification, you are entitled to have a copy of the information we hold on you. We may charge an administration fee for this. For further details, please contact us in accordance with section 29 (communications). Please see the privacy notice on our website for further details.

## **23. Standards of service**

23.1 The standards of service that apply under the contract are the guaranteed standards of service that apply to all energy suppliers. You can find further details of these on our website.

23.2 If we fail to meet our service quality levels, we may be liable to pay you compensation.

23.3 If we make a mistake and don't bill you for energy within 12 months of when that energy was supplied, then you don't have to pay for that energy. This doesn't apply if the reason for delay in billing was not our fault.

## **24. Nature of supply, safety and emergencies**

24.1 The energy will be delivered to the property by the network operator. The network operator is responsible for maintaining the network and the connection of the property to the network. The network operator may cut-off the supply in accordance with the industry rules. We are not responsible for variations or interruptions in the supply of energy.

24.2 We are entitled to arrange for the supply of energy to the property to be cut-off in certain circumstances as described in our supply licence, the energy legislation and industry rules.

24.3 If you believe that there has been an escape of gas at the property, you must immediately call the gas network operator on 0800 111 999 and they will provide any emergency services for which you must allow them access.

24.4 If your electricity supply is unexpectedly cut-off, you can contact your electricity network operator by telephoning 105. Further information is also available at [www.powercut105.com](http://www.powercut105.com).

## **25. Pay as you go conditions**

25.1 Further information describing how prepayment meters operate can be found on our website.

25.2 If you have a prepayment meter which is a smart meter, then you must top-up your meter via our website.

25.3 If you have a prepayment meter which is not a smart meter, you must take care of the card, key, token or other device used to top-up your prepayment meter, in accordance with your obligations regarding meters under section 14 (meters).

25.4 You may have to buy a minimum amount of credit each time you top up. This will not be higher than ten pounds.

25.5 If you are a prepayment customer, you can get unused credit back after the contract ends (but not before).

25.6 Customer may have to take card, key or token to an outlet to receive refund.

25.7 If the prepayment meter is not a smart meter or it is a smart meter but there is a problem with remote access, then any change we make to the charges applicable to your price plan may not take effect until you top-up your prepayment meter (notwithstanding the effective date of that change).

## 26. Smart meters

26.1 Further details on smart meters can be found on our website, along with our smart meter installation code of practice.

26.2 You must take care of the smart meter (and any IHD) in accordance with your obligations regarding meters under section 14 (meters).

26.3 Any IHD is subject to the rules on meters set out in section 14 (meters), and you should leave them in the property if you move house.

26.4 Where a smart meter is installed at the property, you consent to us managing your energy account remotely in accordance with the privacy notice published on our website. This includes remotely reading the meter, remotely switching from credit to prepayment, remotely monitoring the energy supply, and remotely cutting-off the supply (where we are entitled to do so under the contract, our supply licence or legislation).

26.5 The information available on the IHD or via our website may not perfectly match the bill (as it doesn't contain any discounts, friendly credit etc).

26.6 Some of our price plans are dependent on us accessing half-hourly data from your meter. If you have selected one of these price plans, then you will have agreed to us accessing half-hourly data as part of your application. You can request that we stop collecting half-hourly data at any time, by contacting us as described in section 29 (communications). However, if you do this, then we will have to change your price plan to our cheapest available variable price tariff that does not require half-hourly data.

## 27. Feed-in Tariff

27.1 In accordance with our supply licence, we confirm that we are neither a Mandatory FIT Licensee nor a Voluntary FIT Licensee (as those expressions are defined in our supply licence).

## 28. Electricity terms of connection

28.1 This section 28 only applies to the supply of electricity.

28.2 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 date that you enter

into the 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 home or business. **In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your electricity network operator will be able to tell you whether or not site-specific connection terms exist.** If you want to know the identity of your electricity network operator, or 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 or phone 0207 706 5137 or see the website at [connectionterms.co.uk](http://connectionterms.co.uk).

## 29. Communications

29.1 We can contact You at any of the property addresses, or any other address you give us for this purpose.

29.2 You can contact us at the addresses set out below, or any replacement addresses that we notify to you:

By post: Maple House, High Street, Potters Bar, Hertfordshire, EN6 5BS

By email: [Info@avidenergy.co.uk](mailto:Info@avidenergy.co.uk)

By telephone: 0330 022 6115

Any communications you send us will only be valid if you include your customer reference number (or, if you do not have a customer reference number, the reference number by which your meter is identified and the property address). We will treat all of your communications with us in accordance with the privacy notice published on our website.

## 30. Violence, aggression and abuse

30.1 We won't tolerate violence, physical aggression or abuse towards our staff, contractor or agents. We may take legal action or report it to the police.

## 31. General

31.1 The contract constitutes the whole and only agreement between you and us relating to the supply of energy to the property. You acknowledge that you have not relied on any statement or promise made by us which is not set out or referred to in the contract. Additional terms may apply to additional products and services we have agreed.

31.2 You authorise us to obtain your supply number or other relevant information from your network company. You also authorise us to obtain and use any information your previous supplier has about the supply of energy to the property or the meters at the property.

31.3 You consent to us transferring our rights and obligations under the contract to another supplier in the future. If we do so, we will notify you and your rights will be unaffected. You cannot transfer any of your rights and obligations under the contract without our written permission.

31.4 If we delay in taking action when you breach the contract, we will still be entitled to take action to enforce a similar (or any subsequent) breach of the contract.

31.5 If any part of the contract is declared invalid by a court or regulatory authority, the validity of the rest of the contract will not be affected.

31.6 Where more than one person enters into the contract with us, each such person shall be jointly and severally liable under the contract.

31.7 No provision of the contract shall be enforceable by any third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

31.8 In the contract any references to:

- (a) we/us/our includes references to our employees, agents and contractors;
- (b) laws and industry rules includes references to those laws as modified, amended, extended or re-enacted from time to time;
- (c) sections are references to the sections of these Terms and Conditions;
- (d) the singular includes references to the plural (and vice versa);
- (e) the terms 'include' and 'including' are without limitation to any other matters being included in or covered by the relevant provision; and
- (f) person or persons or other entities, are references to any legal or natural person including individuals, companies, sole traders, partnerships etc.

## 32. Complaints and Disputes

32.1 Details of our complaint's procedure can be found on our website. If we are unable to resolve the matter to your satisfaction, you may refer the complaint to the Energy Supply Ombudsman ([www.ombudsman-services.org/energy](http://www.ombudsman-services.org/energy)). Further details are set out in our complaints procedure.

32.2 If the property is in England or Wales, the contract shall be governed by the laws of England and Wales and any disputes arising from or in connection with the contract shall be dealt with by the courts of England and Wales. If the property is in Scotland, the contract shall be governed by Scots law and any disputes arising from or in connection with the contract shall be dealt with by the Scottish courts.

## 33. Glossary

**cancel** – your right to cancel the contract under section 8 before our supply of energy to you begins.

**charges** – all the fees, charges and other amounts you must pay to us under the contract.

**contract** – the agreement between you and us, as described in section 5 (about the contract) or section 7 (deemed contracts).

**deemed contract** – see section 7 (deemed contracts).

**deposit** - the money you need to pay us as an advance payment, as described in section 12 (deposit payments).

**energy** - electricity or natural gas (or both), as agreed for the purposes of the contract.

**exit fee** - a fee that applies to some of our energy tariffs, which you must pay if the contract ends before the end of the period of a fixed price tariff. Whether or not an exit fee applies will be set out in the tariff description.

**IHD** – an in-home display or other hand held device associated with a smart meter.

**meter** - the equipment for measuring the amount of energy we supply to the property, including all associated communications and other equipment and devices.

**network** – the network of the network operator.

**network operator** - the company that Ofgem licenses to deliver energy to the property.

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

**prepayment customer** - a customer who has a prepayment meter installed.

**prepayment meter** - a meter which provides for payment of charges in advance, including a smart meter working in prepayment mode.

**price plan** – means the combination of energy tariff and payment method for the product you agreed (or which otherwise applies to you in accordance with the contract). This might require you to pay via a prepayment meter, or to pay by monthly direct debit (either in advance or arrears) or by cash or cheque fortnightly, monthly or quarterly. Full descriptions of our price plans are set out on our website.

**property** - the building, home or other premises to which the contract relates. That's usually where you live, but it could be a property you're responsible for (for example, if you have more than one property or if you're a landlord and are responsible for paying gas bills and electricity bills between tenancies).

**smart meter** - a meter that tells us how much energy you're using, without us having to visit your property to read it.

**supplier** – a supplier of energy licensed by Ofgem.

**supply** - or similar expressions refers to the sale of energy by us to you, via the energy network.

**supply licence** - our licences that Ofgem gave us for the supply of energy.

**termination** – the ending of the contract under section 19.

**terms and conditions** – this 'Domestic Energy Supply Terms and Conditions' document.

**we / us / our** – Avid Energy Limited, a company incorporated in England with company number 10026662.

**website** – our website at [avidenergy.co.uk](http://avidenergy.co.uk), which includes our website app. You can find a number of important documents relating to the supply of energy at this address. If you do not have access to the internet, please contact us in accordance with section 29 (communications), and we will send you copies.

**working day** - means a day other than Saturday, Sunday or a public holiday in England, Scotland or Wales

**written / write / writing** – any communication in a textual format which includes letter, email, and online forms.

**you / your** – the other person with which we have agreed the contract as described in section 1 (who the contract is between).