

# Terms and conditions

These are our latest terms and conditions, version v3.2.

Octopus Energy Limited - General Terms and Conditions  
for M&S Energy Domestic Customers

Last updated on 4th November 2019

## Definitions

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

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

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

"Deemed Contract" a Contract formed between you and us in the circumstances set out in clause 4.

"Electricity Distributor" the licensed operator of the distribution system through which electricity is

supplied to you.

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

"Fixed Rate Tariff" a plan for the supply of Energy, in which the unit rate charged is fixed for a period of time as advertised at the time you sign-up.

"Gift Card" a prepaid stored-value card (or electronic card) which we may offer to customers from time to time as a reward. This can be used as an alternative to cash for purchases within M&S.

"Green Deal" a UK government initiative that lets people pay for approved energy saving improvements on their property through their energy bills.

"Green Deal Charge" the charges added to your Energy bill if your property has a Green Deal Plan attached to it.

"Green Deal Plan" an agreement with a Green Deal Provider to make energy saving improvements to a

property.

- "Green Deal Provider" a government authorised organisation that has entered into a Green Deal Plan with you, your landlord or a previous owner or occupier of your Premises.
- "Metering Equipment" the meter and any ancillary equipment which records the quantity of Energy supplied to the Premises
- "M&S Energy" a trading name for energy and services supplied by Octopus Energy Limited in collaboration with Marks and Spencer plc.
- "Ofgem" the Gas and Electricity Markets Authority, which regulates the gas and electricity markets in Great Britain.
- "Payment Method" the way you choose to pay your bill. This includes standard direct debit, flexible direct debit, credits for a Traditional Prepayment Meter, or any other payment method that we have agreed with you.
- "Premises" 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.

"Privacy Policy"	our policy on how we manage your personal data.
"Smart Meter"	a meter that tells us how much Energy you're using without us having to visit your property to read it and which can be operated in prepayment mode. It can also show you how much Energy you're using and may include an in-home display.
"Statement of Account"	this documents the charges for that month and your payment for the supply of Energy to your Premises.
"Supply Start Date"	the date on which we start to supply Energy as set out in clause 5, on in clause 4 in circumstances where this Contract is a Deemed Contract.
"Time of Use Tariff"	a contract for the supply of Energy, in which the charges vary according to the cost of supplying Energy as defined by a formula that forms part of your Contract, and includes, for example, our Agile, Tracker and Go tariffs.
"Traditional Prepayment Meter"	a meter that has to be topped-up in advance in order for the supply to be made and is not a Smart Meter.
"Variable	a contract for the supply of Energy, in

<b>Rate Tariff"</b>	which the unit rates charged may go up or down over time according to market conditions. In the case of a price increase, at least 30 days' notice will be provided before the price change applies.
<b>"Welcome Pack"</b>	a pack that is supplied either via email or paper mail, that includes a letter confirming the address of the Premises that we will supply, your personal projection from the quote, contracted tariff information and monthly direct debit amount
<b>"Working Day"</b>	any day other than a Saturday, a Sunday, or a bank holiday in England and Wales.
<b>"we", "us" and "our"</b>	in each case refers to M&S Energy provided by Octopus Energy Limited (09263424), having its registered address at 33 Holborn, London EC1N 2HT.
<b>you", "your" and "Customer"</b>	in each case 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 into a Deemed Contract with us.

## **Introduction**

These Terms and Conditions and our applicable tariff shall form the Contract between you and Octopus Energy Limited for M&S Energy.

Please read these Terms and Conditions carefully so that you fully understand your commitments and our responsibilities.

## General

These Terms and Conditions govern the supply of Energy by Octopus Energy Limited to you as a Customer at the Premises. The definitions and explanations at the start of these Terms and Conditions apply.

## Contract Start Date

Your Contract with us starts when you accept the Terms and Conditions as part of our Application process, or in relation to Deemed Contract the date when that contract is deemed to take effect in accordance with clause 4.

Our customer services are designed around using digital communications (email and online) and this is how we deliver lower prices, more up-to-date information about your account and a more responsive service. If you do not have access to digital forms of communication at home, we ask you to find access wherever possible (libraries, or friends and family, for example). If this is not possible, please let us know and we will seek to accommodate alternatives where absolutely necessary. If you choose not to use digital communication, you will not be eligible for our full range of products and services, and you may not benefit from discounts and other benefits we offer.

By agreeing to this Contract, you are agreeing that you:

provide monthly meter readings using the link in the email sent to you (which can be via smart phone or computer) or via a mobile phone application that we may provide;

receive Statement of Account, with notification of the next payment amount, in pdf file format via email;

make any changes to your direct debit and contract changes via email or via your online account or via the mobile phone application;

keep your personal details (including current email address) accurate and up to date;

confirm that you are the owner or occupier of, or for any other reason have responsibility for, the Premises (or will be on the date you want your supply to start) and

tell us if you change your Premises from domestic to business use so we can ensure you are on the correct tariff. We reserve the right to move you onto a non-domestic tariff if this is appropriate.

## **Deemed Contract**

Means a contract between us and you which is deemed to have been formed because we supply Energy to a property of which you are the owner or occupier, when you have not actively agreed to that supply by us.

Instances when this can happen include when:

you move into a property already supplied by us, until you agree a formal Contract with us or appoint a new supplier;  
or

the person who was the named account holder with us moves out of the property but you remain.

## **Supply Start Date**

We aim to begin the supply to you within 21 days of the day of the start of the Contract, unless you have specifically requested us to start supply at a date outside this period.

We will not be able to begin supply if we have not obtained all the information we need to start the supply or if;

your existing supplier blocks the switch; or

some part of your account with your previous supplier is in debt; or

we cannot complete the switch because you have not supplied the required information on your property/meter; or

your meter is not suitable for the tariff we are to provide; or

any other situation arises which is outside of our control, provided we have taken reasonable steps to resolve the situation.

## **Your Rights of Cancellation**

Where you have agreed a formal Contract with us, you may cancel it via email or on our website at any time within the 14 days following the date you submitted your Application to switch to us.

If we currently supply Energy to the Premises and you cancel your Contract with us, we will continue the supply under our Deemed Contract until a new supplier to the Premises is appointed or you enter into a new formal Contract with us.

If you choose to start your supply in advance of the 14th day, and then decide to cancel, your supply will be changed back to your former supplier within a further 21 days and you will need to pay us the charges for the supply from the Supply Start Date to the date when you are switched back to your former supplier if these charges are not taken over by your previous supplier.

## **Our Prices and Charges**

Our prices for supplying Energy will be sent to you via email where you have agreed a formal Contract with us if we have your email address, but our prices are also available on our website. In the case of a Time of Use Tariff, changes to the formula that defines the charges will be sent to you via email and will be available on our website.

Our charges are based on the Energy consumed at the Premises as recorded by the Metering Equipment and calculated, based on a meter reading supplied automatically from a Smart Meter, or a meter reading provided by you, or taken by us, or our agents. Or in the event that no meter reading is supplied, for example if you have a Smart Meter and it stops sending us data, we will use an estimate.

The charges to you start from the Supply Start Date.

We may round calculations to 4 significant figures to present charges clearly. For example, unit prices may be round to the nearest 0.01p and monthly amounts may be rounded to the nearest penny.

Our charges are based on:

A daily standing charge which is a fixed amount;

A single unit rate charge, which is a charge for each unit used under your agreed tariff for your location;

If you are on a Fixed Rate Tariff the rate(s) will be the one(s) that applied on the date you signed up;

If you are on a Time of Use Tariff or a Variable Rate Tariff, the rate(s) will be the one(s) that applied at the time Energy was consumed. We take wholesale electricity prices from [www.nordpoolgroup.com/Market-data1/GB/Auction-prices/UK/Daily/?view=table](http://www.nordpoolgroup.com/Market-data1/GB/Auction-prices/UK/Daily/?view=table) and wholesale gas prices from [www.marexspectron.com/intelligence/indices/historical-index](http://www.marexspectron.com/intelligence/indices/historical-index) every day. In the event these indices are not available we reserve the right to use an alternative publicly available source of market data;

If you have an Economy 7 meter or equivalent, your electricity will be charged at two rates – a higher day rate, and a cheaper night rate. This night rate will typically apply for a number of hours between 8pm and 8am. The actual times that your night rate applies will depend on where you

live. They are coded into your meter and should also be written there for you to see; and

In the event that you live in a development supplied by an independent gas transporter and/or independent distribution network operator, there may be incremental charges. Depending on your area, these can include both a fixed amount and unit charge, and we may pass these charges on to you through your account statement for payment as a part of your supply.

We can also charge you for reasonable costs that aren't included in our tariffs under certain circumstances. We will tell you how much such charges are at the time and will provide a breakdown of the costs if you ask us for one. These can include costs arising from the following:

Visiting your property and stopping, disconnecting or reconnecting your supply if you ask us to do it (for example if you want to move your meter or need to disconnect it temporarily), or to repair damage caused to the meter;

Inspecting, testing, replacing or working on your meter if you ask us to but there's no problem with it;

Replacing payment cards or keys if you have a Traditional Prepayment Meter;

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

Any reasonable cost we incur (including administration cost) because you failed to meet the Terms and Conditions of this Contract.

VAT is also payable at the applicable rate.

## **Referral Scheme and Other Marketing Incentives**

From time to time we may offer marketing incentives, including a friends and family referral scheme which pays a

reward to you or someone you introduce to us once they have made their first direct debit payment to us and are supplied Energy by us, subject to eligibility.

You can refer friends and family through the personalised link that we send you and which you can find in your online account ("Personalised Link"). If you sign up through a Personalised Link, we will tell the person whose Personalised Link you use that you have done so.

You will not be eligible to refer customers to us under the referral scheme if:

You are not an existing customer of M&S Energy;

The person you refer is an existing customer of M&S Energy or Octopus Energy;

The person you refer cancels their agreement with us before their Supply Start Date or their first successful direct debit payment;

The person you refer has been a customer of M&S Energy or Octopus Energy within the last 12 months;

You do not refer a customer to us through your Personalised Link. Referrals not made through your Personalised Link, for example if the person you refer signs up through a third party such as a price comparison site, or which are claimed retrospectively are not eligible and will not be rewarded; and/or

We have reason to believe you are sending or advertising your Personalised Link to people who are not known to you or if you are in any way trying to benefit from our referral scheme on a commercial basis rather than for personal use. In other words, if you "take the mickey", you won't be eligible, and we reserve the right to deactivate your Personalised Link.

You will only be eligible for a referral reward if you sign up directly online through a Personalised Link. You will not be

eligible for a referral reward if you sign up via a third party like a price comparison site.

If you qualify for more than one type of marketing incentive, we reserve the right to give you just one incentive. This will be the highest value incentive of those for which you qualify.

## Payments

You are responsible for paying for the supply until your Contract with us ends, including any charges or debts that remain outstanding at the end of your Contract which aren't taken on by your new supplier. If you have entered into this Contract together with other people, each person will be jointly and severally liable for any money owed to us.

The method of payment will be standard monthly direct debit and you are responsible for ensuring that the direct debit can be paid in full on the due date. If you are struggling to pay, we may install a Smart Meter (which we can switch into prepayment mode) or switch your existing Smart Meter into prepayment mode. When paying by direct debit:

(i) you should keep your account in credit and (ii) we will track and carry the balance forward to the next month's Statement of Account;

we typically set your direct debit amount based on the amount of energy we think you'll use across a year divided by twelve;

we aim to review your direct debit at least twice a year and can offer to reduce your direct debit if it's too high based on actual meter readings or we can increase your direct debit if it is too low to help you avoid building up debt;

we will notify you at least 5 Working Days before the direct debit is due to come out of your account;

if your direct debit fails due to insufficient funds, we will let you know and re-present the automated instruction within 5 Working Days;

your direct debit amount will be shown on your statement, and you should contact us if you believe your bill is incorrect;

if the amount payable is the subject of a bona fide dispute, the undisputed portion should be paid on your usual direct debit date. Any disputed amount should be paid via bank transfer within 7 Working Days of the dispute being resolved. No amounts can be offset or withheld on the monthly direct debit unless a credit note has been issued;

we reserve the right to refuse to process any transaction we deem fraudulent or suspicious.

We typically ask for payment 1 month in advance but based on your credit history according to a credit reference agency we may require you to pay a security deposit or have someone else act as guarantor for your payments. We won't require you to pay a security deposit if you are on a Traditional Prepayment Meter or have a Smart Meter installed which we operate in prepayment mode.

If we do ask you to pay a security deposit, we will periodically review your account and may reduce your credit balance as you build a payment history with us;

If we have agreed to supply you on the basis that your payments will be guaranteed by another person (a guarantor) and that person no longer wishes to stand as a guarantor for you, then we reserve the right to install a Smart Meter (which we can switch into prepayment mode), or end this Contract, in which case you will be supplied under a Deemed Contract unless we agree a different Contract with you.

We will act in accordance with the Direct Debit Guarantee.

When the Payment Method is by Traditional Prepayment Meter or Smart Meter (in prepayment mode):

You must top-up your meter in advance in order to receive the supply;

You may be required to pay any additional charges for any additional services we may provide such as replacement keys, cards etc; and

If the Traditional Prepayment Meter is adjusted to recover any charges that you owe, and not just the costs of Energy consumed, we will advise you of the proportion of each top-up amount used as payment for such charges.

If you have a Traditional Prepayment Meter, you will be placed on our prepayment rates, which may cost more per unit of Energy consumed than our other tariffs.

We will not try to recover charges for your Energy that are older than 12 months unless we have already tried to recover these charges, or you have behaved obstructively or unreasonably.

If you do not pay by direct debit and do not have a Traditional Prepayment Meter, you will still be responsible for paying for the supply in full each month by an alternative Payment Method agreed with us.

If you request a refund of credit on your account, you must have provided us with meter readings within 14 days of your request, unless you have a Smart Meter that we can collect readings from remotely. We will only be able to give you a refund if this will not cause your account to fall into debt.

## **Non-Payment of Charges**

If you do not pay your bill on time, we may:

Require that you bring your account into good order and we may change the nature of your direct debit arrangement so that it collects the full amount of your bill each month plus any debt outstanding on your account rather than just a fixed amount;

Change the amount of your fixed direct debit or adjust the Traditional Prepayment Meter tariff to recover the sum due to us;

Require you to pay a security deposit;

Replace your existing meter with a Smart Meter;

Offer you a payment plan according to your circumstances;

Charge you £15 for the first missed payment and £20 for each missed payment after that;

Take such steps as are necessary to recover the sums due to us, which may include employing a debt collection agency;

Provide information about your non-payment to credit reference agencies, which may impact your ability to get credit in the future;

Recover from you all costs incurred by us in pursuing your non-payment, including bank charges due to cancelled or failed payments, the cost of visiting you, including through any debt collection agency, getting a warrant to enter your property and installing a Smart Meter which we can switch into prepayment mode;

Charge interest at the rate of 4% above the Bank of England Bank base rate at the relevant time on all outstanding charges from the date the charges first became overdue until the date you make payment of such charges; and/or

Disconnect the supply in accordance with clause 15.

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. You can contact us by any of the ways on our website, **[www.octopus.energy/contact-us](http://www.octopus.energy/contact-us)**, and we will provide all such help and assistance as we can in order to avoid disconnecting your Energy supply.

## Changing the Contract

We can change the terms of your Contract at any time, which may include situations where it is necessary for us to comply with any laws, or other rules that we are obliged to follow.

We will inform you of any changes and the latest copy of our Terms and Conditions will be available on our website.

We will not change the prices applicable to your Contract while you are on a Fixed Rate Tariff.

If we propose to make changes to your Contract that are not to your advantage (including increasing charges or changes to a Time of Use Tariff formula that results in higher charges) we will give you 30 days' notice of the changes. If you do not agree with the changes, you can switch to another supplier or end this Contract and start a new Contract with us without penalty. This does not apply at the end of a Fixed Rate Tariff, where clause 13 will apply, or if we change your payment method in accordance with your Contract.

## **Ending the Contract**

You may end this Contract by giving us 28 days' notice provided that:

Either another supplier takes over supplying Energy to the Premises by the end of your notice period, or the supply has been disconnected by this date; and

All sums due by you to us have been paid.

We may end this Contract immediately if:

You are in material breach of the Contract;

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

You no longer own or occupy the Premises;

We no longer have the relevant licences to supply your Energy;

The agreement between Marks and Spencer plc and Octopus Energy for supporting M&S Energy is terminated (in this circumstance, we will offer you an alternative product)

This Contract will terminate immediately if Ofgem gives a "Last Resort Supply Direction" to another supplier in respect of the Energy in relation to the Premises.

## **Fixed Rate Tariff Contracts**

When your Fixed Rate Tariff ends, unless you choose to move onto a new Fixed Rate Tariff, Variable Rate Tariff or Time of Use Tariff, subject to availability and at our discretion, we will automatically transfer you to either:

the cheapest Variable Rate Tariff; or

a Fixed Rate Tariff that is cheaper than (or as cheap as) our cheapest Variable Rate Tariff,

in each case calculated based on our estimate of your annual consumption and as appropriate for your payment method, meter type and other relevant account arrangements.

If you move onto a new Fixed Rate Tariff when your previous Fixed Rate Tariff ends, we'll start a new Contract based on the new Fixed Rate Tariff on the date the old one ends.

## **Moving House**

If you are moving and request us to provide supply Energy 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.

If you are moving and do not request us to supply Energy to your new premises, we will cancel your existing Contract within 2 Working Days' of the day you move, according to what you tell us, or two Working Days' notice from when another person begins to occupy the Premises.

If you are moving and do not tell us, we will terminate your existing Contract with effect from the date when a new owner or occupier starts taking a supply at the Premises.

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

## **Disconnection**

We can suspend or disconnect the supply if:

You have not paid your bill on time;

You are in material breach of the Contract;

We have reason to believe your Metering Equipment may have been damaged or tampered with; and/or

We are required to do so by any law, code or agreement.

If we disconnect the supply, you are required to pay;

Our reasonable costs to disconnect the supply; and

Our reasonable costs to reconnect the supply.

We will take all reasonable steps not to disconnect your supply in winter (October to March) if you are on our Priority Services Register or if we otherwise know that the occupants of the Premises are of pensionable age, disabled or chronically sick.

## **Metering Equipment**

The volume of Energy supplied to the Premises is measured by the Metering Equipment installed on the Premises. This meter (and any in-home display that may be installed along with the meter) is the property of the meter provider and your usage of this is covered in the standing charge.

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.

Unless your meter is a Traditional Prepayment Meter or a Smart Meter which we are able to communicate with remotely, you are required to provide us with a meter reading each month at a specified time.

We, or our agents, will periodically visit the Premises to take a meter reading (if you don't have a Smart Meter that we can read remotely) and/or to carry out a safety inspection of our Metering Equipment.

If you have a Smart Meter at the Premises that was installed by a previous supplier, we'll endeavour to use it as such, but we may have to treat it as a traditional meter until such time as we notify you otherwise or arrange to install a replacement Smart Meter.

## **Access and Smart Meters**

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

To take a meter reading;

To carry out a safety inspection;

To install, replace, test or reposition the Metering Equipment;

To disconnect the supply;

To reconnect the supply; and/or

To install a Smart Meter.

If you do not have a Smart Meter at your Premises, we may install one for you. We will arrange an appointment with you for installation. If you repeatedly refuse to allow us to install a Smart Meter, you may not be eligible for our full range of

products and services, which may include specific Smart Meter tariffs which may be cheaper.

If you have a Smart Meter that we can read without visiting your property, you agree that we can:

Use the Smart Meter to remotely monitor your Energy usage;

Remotely repair and update the Smart Meter;

Switch it from credit to prepayment mode or disconnect your supply (we would notify you before this happens);

Collect information about how your Smart Meter is working, for example to see if it has any faults or has been tampered with;

Use information from your Smart Meter to do certain things, such as work out your bill and tailor our service and products to suit you better. We will only use this information to offer you products or services if you have given us your permission to do so;

Take half hourly meter readings, provided you have consented, or where you have not consented to half hourly readings, we may take daily reads, providing we have notified you in advance, or monthly reads in all other circumstances. We will have written to you explaining your consent options either during the installation of your Smart Meter, or at the point we became aware you had a Smart Meter already installed from a previous supplier. You can change your frequency preferences at any time by contacting us. If you are on one of our half hourly tariffs such as Agile Octopus, you will need to agree to us taking half hourly meter readings to be eligible for such tariff; and

Take a meter reading at any other time where we are permitted to by Ofgem, such as to provide you with a bill or investigate a query on your account.

We will only use the information we collect from your Metering Equipment in line with our Privacy Policy.

You must tell us straight away if your Metering Equipment is damaged or stolen, stops working properly or if you think it has been tampered with.

You must not remove your Metering Equipment without our permission, and we may recover any Metering Equipment we have provided you with if our agreement with you ends.

## **Green Deal**

These extra conditions apply if there is a Green Deal Plan attached to your Premises.

You agree to pay us the Green Deal Charges for your Premises from the date that we begin supplying electricity to your Premises, whether under a Deemed Contract or a formal Contract. We will collect these charges through your Energy bill, or if you pay through a Traditional Prepayment Meter, through your meter.

You agree to pay the Green Deal Charges for your Premises even if you did not enter a Green Deal Plan yourself, for example if your landlord or a previous owner or occupier entered into a Green Deal Plan for your Premises.

Green Deal Charges are separate from any charges for the Energy you use. Our tariff prices do not include Green Deal Charges, and these will be added to your bill separately.

We will send your Green Deal Charges to the relevant Green Deal Provider on your behalf.

We will tell you what your Green Deal Charges will be before we start taking them. You can see what Green Deal Charges you pay by looking at your Energy bill or Statement of Account.

You agree to pay your Green Deal Charges through the same Payment Method which you choose to pay for your Energy.

If you do not pay your Green Deal Charges, we will have the same rights as if you owe us any other amounts under these Terms and Conditions or under a Deemed Contract with us.

If you owe us any money which includes Green Deal Charges and we receive a part payment from you, we will pay off the Green Deal Charges in proportion to the overall debt.

We can collect information about you to manage your Green Deal Plan, for example your name, contact details and information about the Energy supply at your Premises. We can also get this information from your Green Deal Provider or others involved in your Green Deal Plan. We may share the information we hold on you with others involved in your Green Deal Plan, including the Secretary of State.

If you change your energy supplier, your responsibility for paying the Green Deal charges still continues and your new supplier will take over collecting these from you with effect from the date that you leave us.

## Complaints

If you submit a complaint we will follow the complaints policy on our website: **[mandsenergy.com](https://www.mandsenergy.com)**

If you need independent advice at any time you can contact Citizens Advice by phone on 03454 040506 or visit their website at **[www.citizensadvice.org.uk/energy/](https://www.citizensadvice.org.uk/energy/)**. Their service is free, independent and confidential.

When you submit a formal complaint, we will do everything in our power to resolve the issue.

If we cannot find a mutually acceptable solution, we will write to you to explain our position and our best offer. This is known as a deadlock letter.

In the event of you not wanting to accept the suggestion in the deadlock letter, or if the issue has dragged on for more than eight weeks, you can then refer the issue to the Energy Ombudsman.

You can contact the Energy Ombudsman by phone on 0330 440 1624, by email at [osenquiries@os-energy.org](mailto:osenquiries@os-energy.org) or through their website, [www.ombudsman-services.org/energy.html](http://www.ombudsman-services.org/energy.html). Alternatively, you can write to them at Ombudsman Service: Energy, PO Box 966, Warrington, WA4 9DF;

The Ombudsman will undertake a full review of your concerns and of the actions that Octopus Energy took in order to try to get to a resolution. This is a free and independent service;

Their decision is binding for us but not for you.

More information on your rights can be found in the 'Know your Rights' document on the Citizens Advice website.

## Your Information

We agree that we will use any personal data that you provide to us in accordance with our Privacy Policy, which is available on our website at [www.octopus.energy/policies/privacy-policy](http://www.octopus.energy/policies/privacy-policy). We may run checks on you (and anyone else also responsible for payment) at Credit Reference and Fraud Prevention agencies, initially and periodically to help us assess your ability to pay for your Energy bills. When we run this check, the credit reference agency will record the fact that a check was made (even in the event that you do not become an M&S Energy or Octopus Energy customer).

We will also pass your information to Marks and Spencer plc who will use it for the purposes specified in the Marks and Spencer privacy policy.

If you have an account with us, we will routinely share information about your payment record with credit reference agencies. If we consider that your account is in default (i.e.

you have not paid us and are in breach of your Contract) we will notify you and if you do not pay us, we will report the unpaid debt to credit reference agencies who will record that default on your credit file.

If you want to see what information credit-reference and fraud-prevention agencies have about you, you can contact the following UK agencies. They will charge you a small fee.

## **Call Credit**

Consumer Services Team

PO Box 491

Leeds

LS3 1WZ

Phone: 0870 060 1414

Website: **[www.callcredit.co.uk](http://www.callcredit.co.uk)**

## **Experian**

Consumer Help Service

PO Box 8000

Nottingham

NG80 7WF

Phone: 0844 481 8000

Website: **[www.experian.co.uk](http://www.experian.co.uk)**

## **Equifax Plc**

## Credit File Advice Centre

PO Box 1140

Bradford

BD1 5US

Phone: 0870 010 0583

Website: **[www.equifax.co.uk](http://www.equifax.co.uk)**

If you tell us, or we believe that you or another member of your household are in need of extra care, we will record that information and store it on our Priority Services Register, in order to ensure you get the service you need. The extra care might be because of your age, health, disability or financial circumstances, or it could be because you are vulnerable for another reason. This is in line with Energy UK's 'safety-net procedures'. More details can be found in **our 'Support for Vulnerable Customers' code of practice on our website.**

We will always process personal data fairly and lawfully in accordance with your rights. This means that we will not process your personal data unless you have consented to this happening or where we have another legitimate basis for doing so. The processing of all data will always be necessary to provide our product and services and will not unduly prejudice your privacy.

It may be necessary to share your data with third parties, including any partner if you are served under a whitelabel supply arrangement, in order to process your data and comply with industry obligations.

We will ensure that any personal data we process is accurate, adequate, relevant and not excessive, given the purpose for which it was obtained. We will not process personal data obtained for one purpose for any unconnected purpose unless you have agreed to this or would otherwise

reasonably expect this. You may also ask that we correct inaccurate personal data relating to you.

## **Our Liability**

We will not be liable to you for:

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

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

Any loss which was not or could not have been reasonably foreseen even if we, our employees, subcontractors or agents did not follow this Contract; or

Any loss caused to you by the gas transporter or the Electricity Distributor in excess of the amount we are entitled to recover from the gas transporter or the Electricity Distributor on your behalf.

If you suffer any loss or damage, our responsibility to you will be limited to a maximum of £25,000 in any calendar year.

We do not limit or exclude liability for death or personal injury caused by our negligent acts or omissions.

## **Safety and Emergencies**

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

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

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

If you suspect or are aware of a gas leak you must immediately telephone the Gas Emergency Number 0800 111 999.

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

## Transfer of Rights

We may transfer, subcontract, assign or novate any or all of 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.

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

## National Terms of Connection

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 operator 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 0207 706 5137, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

You can find the postal address and telephone number of your electricity network operator on your welcome letter and annual statements.

## No Waivers

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.

## Notices

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 Working Days after we have sent it to you, unless we receive evidence to the contrary.

Notices to us under the Contract must be sent by post to Octopus Energy Ltd, 33 Holborn, London EC1N 2HT.

## Validity

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.

## Governing Law

The laws of England and Wales apply to this Contract if the Premises are in England or Wales. If the Premises are in Scotland, Scottish law shall apply. Any disputes arising shall be dealt with exclusively by the English or Scottish courts as applicable.

For general enquiries:

By email: [hello@mandsenergy.com](mailto:hello@mandsenergy.com)

By phone: **08081 697 822**

**ABOUT MARKS & SPENCER**

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