

YÜ ENERGY DOMESTIC TERMS AND CONDITIONS

For Domestic Customers only



ENERGY

YÜ ENERGY DOMESTIC TERMS AND CONDITIONS

DEFINITIONS

In the Contract, all words as defined contained within the definitions are capitalised. Where the following words/statements are used within the contract they have the following meanings:

“About your Tariff” means the tariff information provided to you in your About your Tariff guide and may be updated by us from time to time. You can find this information on your bill and annual statements.

“Additional Services” means any energy-related services that we agree to supply to you in addition to your Gas and/or Electricity supply

“Agent” means anyone nominated by you or us to read, provide and/or maintain your Meter or any metering equipment or as a Meter operator, data collector, data aggregator, Meter asset provider or Meter asset manager.

“Ancillary Charges Document” means the document setting out ancillary charges relating to your Supply which is available at www.yuenergy.co.uk as may be updated from time to time.

“Charges” means charges for supplying gas and/or electricity and any other charges set out in Clause 3.

“Contract” means all the following document: the application for Supply that you completed (quote), the About your Tariff guide, these electricity and gas terms and conditions, principal terms and any document referred to in either set of terms and conditions and the Ancillary Charges Document.

“Credit” An amount of money held on an account where the consumption hasn't been consumed at this point.

“Deemed Tariff” means our tariff that applies where you have not entered into a formal contract with us, where you have moved into a property, but you are receiving Supply, details of which can be found on our website.

“Energy” means in this instance either Gas and/or electricity

“Event Outside Our Control” means any act or event beyond our reasonable control, including without limitation, strikes, lockouts or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

“Exit Fee” means the fee charged in accordance with Clauses 5.2 and/or 5.6 as shown in the About your Tariff guide.

“Fixed Term Contract” means the duration of time that the contract is fixed for as details in About your Tariff guide apply.

“Green Deal” means the government scheme which provides for the installation of energy efficiency equipment.

“Meter” means the meters and equipment for measuring and providing information on the gas and/or electricity you use.

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“OFGEM” means the Office of Gas and Electricity Markets, the regulator of the gas and electricity markets in the UK.

“Prepayment Meter” means a meter set up to take payments in advance of consuming the Energy. The meter can also collect outstanding debt at a reasonable value

“Priority Service Customer” means any person who meets the following criteria, this is a free service

- (i) is of pensionable age.
- (ii) is disabled or chronically ill.
- (iii) has a hearing or visual impairment; or
- (iv) any family with one or more children under five years old and as such is classified as a Priority Service Customer by OFGEM.

“Property” means the address we will Supply or that we Supply in accordance with Clause 2.3.

“Security Deposit” means an amount of money that we may ask you to pay to us and that we will hold in relation to your Supply for a period of up to 6 months. Where you don't pay any outstanding amount owing, the money can be recovered through the Security Deposit

“Smart Meter” means a Meter we can use to measure how much gas and/or electricity you are using, without having to visit your home; We will take meeting readings for settlement on a daily basis and Monthly for billing.

“SMETS PAYG” Smart Meter set to Pay As you Go mode. This Meter can operate in both Credit and PAYG mode.

“Supply” means the Supply of gas and/or electricity that you use completely or mainly for domestic purposes (and Supplying/Supplied will be construed accordingly).

“TRAS” means the Theft Risk Assessment Service.

“Us” means Yu Energy Retail Ltd for the purpose of these Terms and Conditions in relation to Gas and/or Electric Supply

“Welcome Pack” means the information pack provided to you at the start of the Contract.

“Working Day” means any day other than a Saturday, Sunday or a public holiday in England and Wales.

“You/Your” means You as the customer of Yu Energy for the Supply of Gas and/or Electricity

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About Your Contract

1.1 You and us

Your contract is between: – you, the person (or people) responsible for use of the electricity and gas (we call that energy) we supply to the domestic property, and – us, Yu Energy, this will be referred to as Yü Energy in the rest of this document. If you've agreed a contract with us, details of your prices and tariff terms and conditions are in the confirmation email or letter we sent you.

If you have not entered into a contract, we will begin treating you as though you have accepted the Contract when you either:

- move into a Property Supplied by us
- become responsible for a Property Supplied by us; or
- are a landlord of a Property Supplied by us and your tenant moves out

1.2 Welcome/Confirmation letters

A confirmation letter may be sent to you by letter or email to: – give you details of your contract or a new tariff you've chosen, or – remind you that your fixed term tariff is coming to end, or – if you're on a variable tariff, tell you about changes to your prices or other terms and conditions

1.3 What laws apply to your contract with us.

For properties in England and Wales, the laws of England and Wales apply to this contract. For properties in Scotland, the laws of Scotland apply. Nothing in this contract affects your legal rights. If we decide to ignore one or more of the terms in this contract, the others still apply. If a court decides that one or more of the terms in this contract isn't valid, the others still apply.

1.4 Transferring the contract.

We might transfer this contract to another company. If we do, it won't affect your rights to end the contract. We'll share your personal data with the company, so they can carry on supplying your energy. You can't transfer this contract to anyone else without our permission.

1.5 Your meter

Non-smart meters. Some meters record energy use at different times of day separately, such as Economy 7 (E7) or Economy 10 (E10). If your meter does this, we may be able to offer you different tariffs with cheaper rates at times when other people are less likely to be using energy (off-peak). Rates for other times of day (on-peak) may be higher than the equivalent single rate tariff. If you don't use a lot of energy at night, you may be better off on a tariff with a single rate rather than an E7 or E10 tariff. E7 provides at least seven hours of energy at a cheaper rate and E10 provides at least 10 hours. Some people may still have meters which have more than one off-peak time, or record heating use separately. These are known as complex meters, and they are no longer available to install.

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1.6 Smart meters

We may contact you at any time to offer you a Smart Meter. We will arrange an appointment with you for the installation. Where you repeatedly refuse the installation of a Smart Meter, you may not be eligible for our full range of products and services, which may include specific Smart Meter tariffs which could be cheaper.

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

- Remotely monitor your energy usage
- Remotely repair and update the Smart Meter
- Switch it from credit to prepayment mode or disconnect your supply (we'll always work with you before this happens)
- Collect information about how your Smart Meter is working, for example check for faults or tampering
- Use information gathered to work out your bill, creation and tailoring of services and products to suit you better. We only use this information to offer you products or services where we have permission to do so
- Retrieve half hourly consumption data, where you have agreed we can do this, where you haven't agreed to half-hourly readings, we may take daily readings, providing we have told you in advance, or we'll take monthly readings for billing and settlement. We will gain your consent options either while your Smart Meter was being installed, or at the point we found out you had a Smart Meter already installed by a previous supplier. You can change the frequency of your Smart Meter readings at any time by contacting us. If you have a half-hourly tariff, you'll need to agree to us taking half hourly meter readings to be eligible for that tariff
- Take a meter reading at any other time where we are permitted to by Ofgem, e.g., to provide you with a bill or investigate a query on your account.

We'll 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 may have 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.

1.7 Replacing your meter

In some circumstances we may charge you if you ask us to replace your meter, except where it's faulty. For example, where you ask us to replace a smart meter with a non-smart meter. We won't charge you to install or remove a non-smart prepayment meter.

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Joining and leaving

2.1 Deemed tariffs

If you've moved into a property or have taken over responsibility for energy used at a property, you'll be placed on a deemed contract meaning you haven't actively chosen a tariff with us. We'll supply your energy on our Deemed Variable tariff until you choose a different tariff. The Deemed Variable tariff has no end date, and the prices can go up or down at any time. We'll contact you 30 days in advance of putting the prices up. If you do not contact us, we may switch your meter into Prepayment mode. If you move into a Property where the energy is paid for in advance, you may not be able to get any energy. You'll have to pay in advance if you have a Prepayment meter or a prepay smart meter. If you're a landlord, we'll charge you for any energy used and any other energy-related costs while the property is empty unless we agree something else with you.

2.2 Switching to us

When you switch to us from another supplier, you've got 14 days from when you agree the contract to change your mind – this is what we call the cooling off period. You may contact us to cancel the switch anytime within those 14 days. After the 14 days, should you wish to leave you will need to complete a full switch away.

Checking your credit rating: Unless you will be paying by a prepayment method e.g., a classic prepayment meter or you have a prepay smart meter, we may check your credit rating to understand what payment method will suit you best. We will get information about you from credit reference agencies and may also look at our records. Depending on what the credit check says we could ask you to pay an upfront fee and/or pay a security deposit. We may need to change your meter. You could lose any discounts you had as a result and may not be able to choose from our full range of tariffs. We may also check your credit rating even if you haven't contacted us. We will inform you about it in advance. If you moved into a property supplied by us and haven't contacted us, we may switch your smart meter into pay as you go mode. If you don't pay us in the way and at the time we've agreed, you will go down a fast-tracked debt journey. If you are currently paying in advance by a prepayment method and would like to change to another way of paying, we will need to check your credit rating.

When you join us you need to provide your date of birth and sometimes your previous address so that we can do a credit check. You need to have a credit check before choosing one of our products.

Making your switch happen: It shouldn't take more than 21 days to switch you over to us, unless:

- you've agreed a later date with us, or
- your old supplier won't let you switch. This might be because you owe them money, or
- we've had trouble getting the right information, even though we've done everything we reasonably can to contact you, or
- something's happened that we can't control

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2.3 Supplier of Last Resort

Where you switch to us as a result of your previous supplier leaving the market, we will take all reasonable steps to carry out any agreement we make with Ofgem, which may include honouring any credit balance held on your account with your previous supplier. In these instances, please wait until your account is transferred and any credit balance returned, please don't leave us

2.4 Ending your contract with us

You can arrange to switch to another or supplier at any time. We may object if you owe us money. If your tariff has an end date (fixed term tariff), and you attempt to leave before the final six weeks of the contract, you maybe charged an exit fee. To confirm whether you have an exit fee your confirmation letter will detail this

2.5 How we'll contact you

Our service is designed around electronic communications (such as online, live chat and voice). Where you change your email address or mobile phone number, you must inform us immediately. Where you choose not to use electronic communications, you will not be eligible for some products. When you are ending your contract with us you need to provide us with your new address.

2.6 Managing your account

Where possible you agree to manage your account by email.

If you don't have a smart meter installed, you need to submit monthly meter readings. You can provide readings using the link in the monthly email we send you or through the website. If you don't have an email, you must call us with your meter reading. If you can't read your meter, get in touch, and let us know. If you do not provide us with the reading, we may move you onto to a different tariff and you will receive estimated bills. We will also send a meter reader to your property from time to time.

You'll receive a bill or statement, with notification of your next payment amount, in a pdf file format by email or a paper copy by post.

You'll keep your personal details (including current email address and telephone number) accurate and up to date.

You confirm that you're 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).

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

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2.7 Disconnect your energy supply, the rules

Prepayment meters: where we can disconnect your energy, your supply will turn off automatically if there's no credit on the meter. If you owe us money, we can disconnect your energy, but this is only a last resort. If you have trouble paying, we'll do everything reasonable to help. If we do end up disconnecting your energy, we'll contact you to tell you. If you've got a smart meter, we can disconnect the energy without visiting your property.

For any other kind of meter, you need to provide access to us or our agents. Where access isn't provided, we may get a warrant, which you will be charged for. We, or your network operator, can disconnect for safety reasons, or if we think you've broken the law. We will charge you the disconnection fees for disconnecting your energy and reconnection. You can request that we disconnect your energy temporarily, for instance while building work is going on, or you can ask us to disconnect it because you don't need it anymore, for instance you're having the property demolished. There will be a charge for this.

2.8 Ending your contract

Your contract with us will end when:

- you switch to another supplier, or
- someone else becomes responsible for paying for energy at the property, or
- we disconnect your energy supply, or
- the energy regulator, Ofgem, orders another company to take over supplying your property under the Supplier of Last Resort mechanism (SoLR)
- We sell the customer book to another supplier, who will maintain your supply

We can change the contract with you if:

- you get a new meter fitted by your own agent or
- you start using the property as a business premises, where we will offer you a business tariff.

In both of these cases, let us know and we will discuss your options

- You change the way You pay us

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How we work out what you pay

3.1 Your energy charges

Your energy charges will be calculated by:

- the daily standing charge(s) that apply to your tariff times the number of days, and
- the unit rate(s) that apply to your tariff times based on the amount of energy you use (either actual or estimated reads) We remove all discounts applicable from the balance
- The unit rates include VAT, this maybe shown as a separate line

There may be additional charges to pay, such as:

- leaving your contract early. Your confirmation email or letter will tell you if you have to pay an exit fee
- visiting your property to disconnect and/or reconnect your Supply
- repairing a damaged Meter where the damage is your fault
- getting into your property to access the meter or disconnect your supply
- as a result of any gas and/or electricity being used which has not been charged for due to interference with a Meter
- if you fail to respond to our attempts to contact you and we have to visit your Property administration costs arising from payment failures, such as a returned cheque or cancelled direct debits
- if we have agreed to fit a Smart Meter and the Property is unsuitable for the necessary equipment, there may be additional Meter reading charges; and/or
- if you ask us to upgrade your Supply arrangements or if we are required to do so.
- moving, installing, reinstalling, testing, or repairing a meter
- replacing prepayment meter cards / keys or payment cards
- connecting to your local energy network
- Any reasonable cost we incur (including administration cost) because you failed to meet the Terms and Conditions of this contract
- interest on all outstanding charges which have built up
- Charges we are required to pass on to our customers by law or regulation or a regulatory authority (such as Ofgem)

Where you have a non-SMETS Economy 7 meter or equivalent, the electricity will be charged at two rates, a higher day rate, and a cheaper night rate. The actual times that your night rate applies will depend on your location, these are normally between 11pm – 8am. For SMETS meters these are between 12 midnight and 7am.

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3.2 Working out how much energy you've used

We require meter readings from your meter to accurately calculate your consumption. Your bill is worked out through the kilowatt hours (kWh) used:

- Electricity: The meter is configured to use kilowatt hours.
- Gas: your gas meter measures how much gas you use in cubic metres or cubic feet. How much energy you get from that gas depends on things like gas pressure and quality, so we have to convert the cubic metres or feet into kilowatt hours. How we work this out is covered in law.

3.3 Using estimated readings

We'll estimate how much energy you've used if:

- there's no recent meter reading available where we need to send you a bill or statement
- the reading we have is out of tolerances and we haven't been able to contact you to confirm
- your meter's faulty, or it's been damaged or tampered with, your estimate will be based on your previous readings. Where we haven't received any readings, we'll base the consumption the average amount of energy someone in a similar property uses. If you don't agree with our estimate, you can provide a meter reading through the website or contact our Customer Service Team.

3.4 Discounts

Your confirmation email or Welcome letter will show all discounts you'll receive, not all tariffs have discounts attached such as Deemed or Out of Contract.

3.5 Revised bills or statements

We may send you a revised bill or statement if we find out:

- we've received accurate meter readings either via You or Industry
- your meter wasn't working properly
- we had the wrong information about your meter

We will not request any payment for charges of the supply of energy that could relate to more than 12 months previous unless you've behaved in an unreasonably manner or prevented us from obtaining any information i.e., access to the meter

3.6 Green Deal

Yü Energy are not a Green Deal supplier

3.7 FiT payments

Yü Energy are not a FiT provider and do not participate within the FiT obligations.

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Paying us

4.1 Paying in advance

You can pay in advance by Direct Debit (DD), cash or through a Smart Meter that is switched to prepayment mode, or a prepayment meter. We may need to change your meter and you may have to switch to another tariff to pay in advance for your energy, which means you may not be able to choose from our full range of tariffs.

On our Deemed and Out of Contract tariffs the price you pay for a unit of energy are variable. We'll always tell you 30 days in advance of any increase to the rates. We may ask you to pay in advance if we think you'll have trouble paying your bills. If we need to change your meter you won't have to pay unless we have to move it to a different position.

If you pay in advance, we can set your meter to get back any money you owe us and what it cost us to get it back. After we've fitted your prepayment meter Smart Meter, the amount of debt to be collected through the prepayment meter.

Where you opt to pay the outstanding amount in full you must pay it within 7 working days to stop the meter change

4.2 Other Payment Options

If you don't pay by Direct Debit, you'll be responsible for paying for the supply in full each quarter by a different method such as cash/cheque, this will have been agreed previously and you may lose some discounts by not paying by Direct Debit.

Payment is due on receipt of the bill or statement; we will give you a reasonable amount of time to pay (usually 7 days unless we agree something different).

4.3 Paying by Direct Debit

4.3.1 We prefer you to pay by fixed monthly Direct Debit. We'll agree a monthly amount with you, and we'll confirm the amount to you. We prefer all payments to be on the 1st of the month, however, we can agree a different payment date, we will calculate your consumption for the first bill based on days and estimated consumption. To change the date, we must agree to this. We may notify you of a change to the amount to prevent you from getting into debt.

4.3.2 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 individually liable for any money owed to us.

4.3.3 You should keep your account in credit, and we'll track and carry the balance forward to the next month's Statement of Account

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4.3.4 We usually set your Direct Debit amount based on the amount of energy we think you'll use over the year divided by twelve unless you pay by variable Direct Debit, which means you pay your bill in full when you receive one, so the amount may go up or down each time.

4.3.5 We aim to review your Direct Debit at least twice a year and will suggest we reduce your Direct Debit if we think it's too high based on actual meter readings, or we can increase your Direct Debit if it's too low to help you avoid building up debt.

4.3.6 We will notify you of any change at least 10 working days before the Direct Debit is due to come out of your account.

4.3.7 Your Direct Debit amount will be shown on your statement, and you should contact us where you think your bill is wrong due to estimated readings

4.3.8 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

4.3.9 We reserve the right to refuse to process any transaction we believe to be fraudulent or suspicious.

4.3.11 If you agree to pay your energy charges by Direct Debit but that arrangement fails due to insufficient funds, we will let you know and re-present the automated instruction within 5 working days. If your bank still won't pay us, or if you tell us you don't want to pay by Direct Debit any longer, we'll change the way you pay. We'll give you ten days' notice, then we'll start sending you bills instead of statements. You'll have to pay these within 7 days of the date on the bill.

We can transfer you to the non-Direct Debit version of your tariff, this may not have the same beneficial rates or discounts as applied to the original version of your tariff. We will give you notice of any change to the terms of this agreement in writing. If your tariff does not have a non-Direct Debit version, we may transfer you to the non-Direct Debit version of our out of contract tariff.

Your current monthly payments may need to increase to pay for your consumption, where you haven't increased the payment there could be an outstanding balance due for payment immediately.

4.3.12 We will adhere to the rules for the Direct Debit Guarantee in all instances.

4.4 Other payment terms

4.4.1 During your contract we may review the amount of the security deposit you paid us based on your circumstances, this could increase or decrease.

4.4.2 Where we have agreed to supply your property based on you paying us a deposit or on a pay as you go meter and you fail to do this, we reserve the right to end the initial contract. In these circumstances you'll be transferred to a Deemed Contract unless we agree a to an alternative contract for you.

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4.4.3 If you request a credit refund, you must have provided us with a meter reading within 14 days of your request, unless you have a Smart Meter that we can collect readings from remotely and we will create an upto date bill. If it is a final bill, you must also have provided a forwarding address.

4.4.4 We will abide by the back billing requirement and wont attempt to recover charges for Energy that are older than 12 months unless we have already tried to recover these charges through billing, or you have behaved obstructively or unreasonably in our attempts to access the meter.

4.4.5 If you have an account with us, we may share payment history with credit reference agencies. Where we consider that your account is in payment default and you are in breach of these Terms and Conditions, we will contact you for payment and where you do not pay us, we may report the unpaid debt to our credit reference agencies who will record that as a default on your credit file.

4.5 Changing how you pay

You can request a change to how you pay at any time, there may be times where this means you need to change to a different tariff, we will advise you of this. Where we agree, we'll confirm the changes to your contract and let you know when they start. Your standing charge and unit rate may change. We may also change how often we send your bills. We'll confirm all this to you in writing. If you want to change from paying in advance to another way of paying, you will need to let us check your credit rating.

4.6 What we pay off first

We use the amount you pay us to pay off your energy charges first and then the non-energy charges. We pay off the oldest charges first, this may mean your account shows as in debit on your statement at specific times of the year when paying by Direct Debit. If you've got more than one account with us, we'll decide which account to make the payment to, unless we've agreed a payment plan for a specific account.

4.7 If you have trouble paying your account

Should you have trouble paying, please contact our customer service team and we will work with you to understand your current circumstances and your ability to pay. We may be able to support you by:

- Setting up an agreed payment arrangement
- Where applicable to deduct payments from eligible benefits
- Installing a prepayment meter to manage your supply
- Providing advice on how to consume less energy
- Moving any credit held on another account with us to offset any balance that has accrued
- Directing You to a charitable organisation to support with budgeting

We will continue to offer the services above in the interim following direction from Ofgem, of another company taking over supplying your property through SoLR or a trade sale.

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Where following all reasonable attempts to make available these service and failure to be able to agree a resolution, we will commence activity to recover the outstanding balance in addition to the incurred to obtain payment in a proportionate method.

4.8 If you don't pay us as we've agreed

- If you don't pay as agreed and in a timely manner as set out within the confirmation (Welcome) letter, we may:

4.8.1 Initiate a payment plan based on your circumstances

4.8.2 Request that you bring your account up to date by making a payment. We have the right to change your Direct Debit arrangement to collect the full amount of your bill on the billing frequency as applicable in your confirmation (Welcome) letter plus any debt you owe us rather than a fixed amount. Once the debt is paid, you can request moving back onto a fixed Direct Debit or remain on a variable collection pattern.

4.8.3 Change the amount of your fixed Direct Debit or change the Prepayment Meter to collect the outstanding money you owe us

4.8.4 Install a SMETS PAYG meter or switch your existing meter into PAYG mode

4.8.5 Provide information about your non-payment to credit reference agencies, which may affect your ability to obtain credit in the future

4.8.6 Refer your account to a debt collection agency or sell your debt to another company

4.8.7 Take legal action against you as a last resort where you have left us

4.8.8 We may charge you for reasonable costs required in collecting payments from you, this relates to all costs paid by us to get back the money you owe us. Including but not limited to the following:

- bank charges due to cancelled or failed payments
- initiating a debt collection agency to obtain payment
- visits to the property including through any debt collection agency,
- obtaining a Warrant of Entry from a Magistrates Court to gain access to our meter (where the meter is inside the property) and installing a SMETs meter in prepayment mode
- cost to find you where you've moved home and not provided a forwarding address

4.8.9 We may also charge interest 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, you will be notified at the time of the interest rate

4.8.10 Where you don't pay your bill in the way agreed or within the required timescales and where we believe that you could be at risk of failing to make the required payments owed us, we'll work with you to work out Your ability to pay and we could request that a payment is made directly out of any benefits you may be getting prior to you receiving them.

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Moving home

5. Moving out

5.1 If you're not responsible for the property anymore, you need to let us know as soon as possible preferable on the day. If you don't let us know we'll keep charging you until 2 days after someone else takes over responsibility for the energy.

5.2 You need to provide a meter reading within 14 days of your move and let Us know your new address so enable us to send you a final bill and/or any Credit owed to you.

If you've got a smart meter, we will obtain a reading on the day you notify us of your move. Where you have a Smart Meter, we will then clear your data from the Meter and the inhouse Smart Energy Display. Please make sure you leave the Smart Energy Display behind.

5.3 We'll do everything reasonable to ensure We send You your final bill or statement within six weeks of you notifying us of the move out date (or where we're found out that you've moved). You will need to pay the bill/statement within 14 days of the bill date unless we agree a different payment period with you.

Where You provide a meter reading, we will use Your final reading. If You haven't provided a meter reading, we will use the new occupant's reading if provided or, we will estimate our own reading based on industry information.

5.4 If you have any credit on an account when you move, we could use this to pay off a debt on any other account you have with us. This could relate to a different fuel or property. We'll pay anything that's left so make sure we have your new address.

If you wish to leave

6. Switching supplier

6.1 Where you switch supplier, we'll do everything reasonable to make the switch happen within 21 days of the new supplier letting us know.

Be aware that if you have a smart meter, it may not work in full Smart mode initially with your new supplier.

What can delay the switch?

Credit Meter

Where you have an outstanding amount owing, you will need to pay this to ensure a smooth transition.

Pay As You Go

Where you have a PAYG Meter you are able to switch supplier, where you have under £500 owing on the fuel requested i.e., Gas £500 and Electric £500. Where the amount exceeds £500, the transfer will be objected to. To enable the switch both you and the new supplier must agree to move the debt over to them.

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If you are paying through a Smart Meter in PAYG mode, we'll be required to change your meter to credit mode (meaning that you will be paying after you've used the Energy or 'in arrears', not in PAYG mode). This may result in a final bill that will require paying, should the transfer be delayed.

The settings on your meter and Smart Energy Display will be cleared down at about midnight on the day your switch completes.

Where You have any credit on any Yu Energy account following your switch, this may be used to pay off a debt on any other account you have with us (for example for a different fuel or property). Any remaining credit will be refunded following an actual meter reading and providing a forwarding address.

We'll do everything reasonable to send you your final bill or statement within six weeks of you switching. You'll need to pay it within 14 days of Us sending it unless we agree something else with you. If subsequent information becomes available, and we may need to correct an error in your final bill, which may result in additional charges, we will do this as quickly as we can.

6.1.1 If you do choose to switch supplier all outstanding amounts must be paid within 14 days of the final bill.

6.1.2 Where we can end Your Contract immediately:

- You're in material breach of the Contract
- You have not paid us what you owe when we asked; and
- You're no longer the owner or occupier of the Premises; and
- We no longer have the relevant licences to supply your Energy.
- Ofgem gives a "Last Resort Supply Direction" to another supplier in respect of the Energy in relation to the Premises.

About the energy we supply you

7.1 Renewable electricity

The electricity supplied under our Domestic Green Tariffs will be backed by renewable certificates, as evidence that we've purchased electricity from a renewable source such as wind, solar and biomass. However, if for any reason, and at any time, we're unable to obtain sufficient renewable certificates to match your supply, we may have to start to supply all or part of your electricity from a non-renewable source.

7.2 Standards of service

Energy is delivered to your meter by your local network operator.

You can call them on 105.

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You'll find details about them on your bill or statement. Things can happen that can't be controlled by them or by us. For instance, your electricity or gas might be of lower quality than usual.

7.3 Electricity National Terms of Connection

We're 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'll happen from the time that you enter into this contract, and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your property. If you want to know who your network operator is or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU, phone: 0207 706 5137 or see connectionterms.org.uk.

7.4 Emergencies

For Electricity let us know if anyone living in the property has a serious medical condition or a disability which impedes their day to day living. Where appropriate, we'll notify your local network operator, so they can arrange and ensure you can still use essential equipment should there be a loss of supply.

In a gas emergency, we or your network operator might ask you to turn down gas appliances or stop using gas altogether. You'll must follow any instructions we give you.

Sometimes your gas might be turned off because there's not enough available in the network. This is called a gas deficit emergency. It's rare, but if it happens you might qualify for compensation. It'd be worked out in line with a document called the Uniform Network Code. We'll add the payment to your account as soon as the people who run the gas transmission grid provide the relevant authority to do so.

7.5 Meter faults and problems

Where you believe your meter is faulty, get in touch using the contact details on our website, we will be able to then test it. You need to be aware that You will pay for the test, but if the meter does turn out to be faulty, we'll refund you the cost of the test. Until any identified fault is fixed, we'll need to estimate how much energy you've used.

7.6 Getting access to your meter

You must let us, anyone we authorise, or your network operators, have access to your meter at any time. This will normally be within working hours unless it's an emergency or we've agreed an alternative time with you. Ourselves and our Agents will take as much care as we can while we're in your property, we do need to inspect your meter regularly to check it's safe and working properly.

Where you don't provide us with access to your meter, we can charge you our costs as laid out earlier. These could include the cost of a warrant to access your property.

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If you are not happy with our service

8. Complaints

8.1 Where you haven't received the service you'd expect from us, please contact our customer care teams and we'll follow the complaints policy published on our website.

8.2 Should you require independent advice you can contact Citizens Advice by phone on 0808 223 1133 or visit their website at www.citizensadvice.org.uk/energy/. The Citizens Advice service is free, independent, and confidential.

8.3 Where you raise a formal complaint whether this is in writing or verbal, we will do everything we can to resolve the issue quickly for you.

8.4 Where we can't agree on a solution, you'll receive a letter explaining our position, along with a summary of the complaint and what we deem to be our best offer. This is known as the deadlock letter.

8.5 Should you not wish to accept the proposed outcome within the deadlock letter, or if the issue hasn't been resolved within eight weeks of the complaint being raised, you can refer the complaint to the Energy Ombudsman.

The Ombudsman offers a free and impartial service that sorts out disputes between energy companies and customers. You can get in touch with the Ombudsman by: –

- Phone on 0330 440 1624
- Email at osenquiries@os-energy.org

The outcome provided by the Ombudsman is binding on ourselves, however you do not have to accept the decision if you do not agree.

8.6 Where we update our complaints process, we will provide information on our bills, statements, and website.

8.7 If you bought your energy online, you could use the Online Dispute Resolution (ODR) Platform at <http://ec.europa.eu/consumers/odr/> to try to settle the dispute by completing the online form. Please do not do this until you have followed our internal complaints process as set out above. As part of the ODR process we need to agree with you which dispute resolution body needs to hear your complaint. If we cannot agree then your complaint will not be processed further

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Other responsibilities

9.1 Our responsibilities

We're not liable for:

- any harm to you, that we couldn't have expected when agreeing your contract
- any damage you suffer that's outside our control, whatever caused it. If the network operator causes you loss or damage, we'll only be responsible for what we're entitled to get back from them on your behalf.
- The maximum we or the network operator can pay in any one year (January to December) for any incident, or related series of incidents, is £1,000,000. That limit doesn't apply if someone's died or been injured, or if the law doesn't limit liability.

9.2 Your responsibilities

You are responsible for all energy you consume at the property, the payment of bills in line with this contract and ensuring no damage is caused to the meter.

Where more than one person's responsible for using electricity and gas within the domestic property, you'll all be responsible

- as individuals or together
- for the payment of the bills.

The responsibility for paying for the supply of Energy remains with You until your Contract with us ends, including but not limited to any charges or debts that remain outstanding at the end of your Contract which aren't taken on by your new supplier.

Where you have entered into this Contract with other people, each person will be jointly and severally liable for any money remaining outstanding to us. You will all become each other's financial associates which will be recorded against your credit report and may affect your credit score in the future.

Meters at the property are your responsibility to keep safe including making sure they're protected from the weather. You're responsible for making sure there's a meter box or cover for the meter or requesting the replacement of the cover.

You must let us know straight away if you think your meter's damaged or if you think it's been tampered with. If the damage is your fault or caused by your negligence, we'll charge you for repairing or replacing the meter.

You can be prosecuted where you are responsible for damaging or tampering with metering equipment. It's illegal and dangerous to interfere with our equipment, or the network operators, for example by stealing energy, or attempting to. Where you've got a Smart Meter, you must not facilitate anything to stop it communicating with us.

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Personal data

10.1 When processing your data for the purpose of supplying you with energy under this contract Yu Energy will be the 'data controller'. This means Yu Energy, and the companies owned by Yu Energy who provide energy and related products and services. For further information on how we'll process your personal data please see our privacy notice (yuenergy.co.uk and search for Privacy notice) which we do amend from time to time.

We will share your data only with required 3rd parties to manage the running of your account with ourselves.

10.2 Your rights

You've a number of rights which relate to the access to and control of your data. These are set out in our privacy notice which you can view on yuenergy.co.uk

Terms for fixed term tariffs

11.1 About these tariffs

11.1.1 Some tariffs are only available if you pay by Direct Debit. This will be confirmed when you agree your contract and also confirmed in your welcome/confirmation letter.

11.1.2 You agree to the installation of a Smart Meter, where eligible. You will still qualify for this tariff if you already have a smart meter installed or it's not currently possible to install a smart meter at your property due to criteria requirements.

11.1.3 If your tariff has an end date, we may charge you an exit fee, where you switch more than six weeks left of the contract before that contract end date. The welcome/confirmation letter will provide the details of any charges

11.2 About your prices

The prices you will be charged are shown in your welcome/confirmation letter.

The prices and your terms and conditions will stay the same until the end date shown in your confirmation letter, unless any of the following occur:

- you stop paying by Direct Debit, or your Direct Debit payment fails
- you do not provide us with your meter reading
- you owe us money and we switch you to Pay As You Go
- The law or regulations change resulting in us needing to make a change (such as VAT changes, green tax levy's)

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- we've had to end the contract due to you not adhering to the terms that were agreed
- the Government or our regulator (Ofgem) tells us to change our prices. You can arrange to switch to another of our tariffs or to another supplier at any time without giving notice, but if you switch supplier before we send you your renewal notice we may charge you an exit fee. See your confirmation letter for details.

11.2.1 Where you change your payment method, you may see your standing charge and unit rate increase and you may lose any discounts associated with the tariff. We will notify you of the changes in writing.

11.2.2 Where you don't pay for your energy as agreed you may be moved onto our Standard Variable tariff; this may mean your prices increase. The prices can change with 30 days' notice.

11.3 What happens at the end date

At the end date, if you haven't switched supplier or agreed a new tariff with us, 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 too either:

11.3.1 The cheapest Variable Rate Tariff.

11.3.2 A Relevant Fixed Term Default tariff that is cheaper than (or as cheap as) our cheapest Variable Rate Tariff with no exit fees, in each case calculated based on our estimate of your annual energy consumption and as appropriate for your payment method, meter type and other relevant account arrangements. or

11.3.3 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.

Prices on our standard variable tariffs can change at any time but will never be more than the cap set by Ofgem. We'll contact you about six weeks before your end date with all the details about the tariff we'll switch you to.

11.3.4 Where you switch supplier or switch to another tariff

The price protection rules may apply, this means you can switch to another of our tariffs up to 20 working days after the changes are due to start and we'll keep you on your old prices and terms and conditions until your switch is complete.

Where you decide to switch to another supplier

- If they tell us no more than 20 working days after the changes are due to start and your switch is then completed within six weeks, we'll keep you on your old prices and terms and conditions until your switch is complete. However, if you have an outstanding balance with Us, we may stop you from switching supplier

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- If you have an outstanding amount owing, we will let you know how much you need to pay to be able to leave. If you pay the outstanding amount to us no more than 30 working days after we've let you know about it, you can carry on with your switch. We'll keep you on your old prices and terms and conditions providing your switch is completed within six weeks.

Terms for our Standard Variable/ Out of Contract Tariff

12.1 About this tariff

Your prices are in your welcome/confirmation letter.

We can change the prices, or these terms and conditions, at any time. Prices on our standard variable tariffs will never be more than the cap set by Ofgem.

The Standard Variable / Out of Contract Tariff doesn't have an end date. You'll stay on this tariff unless you switch to another of our tariffs, or switch to another supplier. You don't need to give us any notice, and we won't charge you an exit fee to leave.

12.2 When increasing our prices or changing these terms in a way that makes you worse off

If we increase the tariff prices or change our terms and conditions in a way that's less favourable to you, we'll contact you before the changes take effect.

If you don't want to accept the changes, you can switch to another of our tariffs, or another supplier and our price protection rules may apply. You can switch to another of our tariffs up to 20 working days after the changes are due to start and we'll keep you on your old prices and terms and conditions until your switch is complete.

If you decide to switch to another supplier, they'll let us know. If they tell us no more than 20 working days after the changes are due to start and your switch is then completed within six weeks, we'll keep you on your old prices and terms and conditions until your switch is complete.

However, if you have an outstanding balance, we may stop you from switching supplier, but we will let you know. If you then pay the outstanding balance, you owe us no more than 30 working days after we've let you know about it, you'll be able to carry on with your switch. We'll keep you on your old prices and terms and conditions providing your switch is completed within six weeks.