

Foxglove Terms and Conditions v3.0 29th November 2019
1. Definitions

Term	Definition
"Charges"	Means, as between the supplier and a Customer, charges made by the supplier in respect of the supply of electricity and gas to that Customer's premises, including (but not limited to) any Unit Rate (or, where applicable, Unit Rates), a Standing Charge (or, where applicable, Standing Charges) and any charges made for the provision of an Electricity Meter
"Contract Start Date"	The date on which the Contract between you and us starts
"Contract"	The agreement/contract in relation to the supply of energy by us to your property
"Cooling Off Period"	The period of time following sign up to us when you may choose to cancel the switch without impacting your current supplier
"Credit Meter"	A meter that does not have to be topped up in advance in order for the supply to be made, and includes a smart meter in credit mode
"Deemed Contract"	A deemed contract is in place when you move into a property supplied by us, without agreeing a contract with us - a deemed contract could also be in place if one of the occupants leaves the property and you become responsible for the contract. A deemed contract may also exist where an existing contract comes to an end but the customer continues to co
"Fixed Tariff"	An energy Tariff which has a price for the use of energy, but the prices are fixed for the terms of the contract, i.e. will not increase or decrease. The fixed element refers only to the Unit Rate(s) and Standing Charge(s), not Direct Debit amounts
"Kilowatt Hours"	A kilowatt hour (kWh) is a measure of how much energy you're using
"Meter"	The equipment for measuring the amount of gas and electricity you use, and providing information about it
"Ofgem"	The Office of Gas and Electricity Markets (Ofgem), is the government regulator for the electricity and downstream natural gas markets in Great Britain
"Online Account Management "	Refers to management of your energy supply contract with us using the online/digital tools made available by us
"Foxglove Energy"	The trading name of Foxglove Energy Supply Limited, a licenced supplier of Electricity and Gas in Great Britain
"Property"	Refers to the property at which the supply will be made or may refer to a different property where relevant
"Smart Meter"	A smart meter is a meter that records your consumption of energy and sends it to us without the need for you, us or one of our agents visiting your property

"Standard Supply Licence Conditions"	Licence conditions that apply to electricity and gas suppliers. They place rules on how suppliers can operate within their licence
"Standing Charge"	Means a monetary amount that is chargeable to a Customer on a daily basis and which is chargeable in addition to charges arising on the basis of a Unit Rate
"Supply" (or similar expressions)	Means the sale by us to you of gas and/or electricity via a gas transportation network or an electricity distribution network
"Tariff Specific Terms and Conditions"	Terms and conditions which you agree to sign up to which relate specifically to the Tariff itself
"Tariff"	Means the Charges for the Supply of Electricity and Gas combined with all other terms and conditions that apply, or are in any way linked, to a particular type of Domestic Supply Contract or particular type of Deemed Contract
"Traditional Meter"	A meter that records your consumption of energy, but requires you to provide the meter read to us, or for us or one of our agents to attend your property
"Unit Rate"	Means the monetary amount that is chargeable in respect of each unit of electricity and/or gas consumed
"Variable Tariff"	An energy Tariff which has a price for the use of energy, but the prices can move up or down to reflect changes in the wholesale market and/or other costs we face
"we", "us" and "our"	Refers to Foxglove Energy, trading name of Foxglove Energy Supply Limited
"Working day"	Means any day other than a Saturday, a Sunday or a bank holiday in England
"you", "your" and "Customer"	Refers to the person who either signed up to take a supply from us; is taking a supply from us; is the owner/occupier of the property at which a supply is being taken from us; is the secondary account holder who has agreed to being added to the primary customer's account

2. General

- 2.1. These Terms and Conditions govern the supply of Energy by Foxglove Energy Supply Limited to you as a Customer at the Premises. The definitions and explanations at the start of these Terms and Conditions apply
- 2.2. If we are unable to continue supplying our customers, Ofgem may give a "Last Resort Supply Direction". This means that you could be transferred to another supplier. Equally you may be transferred to us in this way also
- 2.3. If we need to give you a notice in connection with this contract, we may use the postal address and/or email address you have given us most recently. If we post a notice to you, it will be assumed to have been delivered two working days after it was posted. If we deliver a notice to you by hand or by email, it will be assumed to have been delivered immediately when it was delivered or sent to the most recent address we have for you (as applicable)
- 2.4. Nothing in this contract affects our legal rights or powers. Nothing in this contract affects any of your statutory rights that can't be excluded by law
- 2.5. If any part of this contract is void or unenforceable, the rest of the contract will be unaffected
- 2.6. This contract is governed by the laws of England only. If there is any dispute between us, it will be dealt with by the courts of England only
- 2.7. You must gain written permission from us before using any of our brand features including but not limited to our logos, brand colours, fonts and supergraphics

- 2.8. Where appropriate, we will reasonably comply with the terms of Condition 21BA of the Standard Supply Licence Conditions

3. Licence

- 3.1. Foxglove Energy Supply Limited (09689035) is the licence holder, trading as Foxglove Energy
- 3.2. These Terms and Conditions and our Tariff specific terms and conditions shall form the Contract between you and Foxglove Energy Supply Ltd.
- 3.3. Please read these Terms and Conditions carefully so that you fully understand your commitments and our responsibilities. By signing up for Foxglove Energy to supply your property, you accept the Terms & Conditions detailed below
- 3.4. We can transfer any or all of our rights or obligations under this contract (including the right to recover the Charges) or obligations under the Contract without your consent
- 3.5. You must not transfer your rights or obligations under this contract to anyone without our permission

4. Your contract with Foxglove Energy

- 4.1. Your Contract with us starts when you accept the Terms and Conditions and complete our Application process, or in relation to a Deemed Contract on the date when you start to take supply from us (e.g. the date you move into a property that is on supply with us)
- 4.2. If you request Foxglove Energy to commence the switch on your behalf, your contract with us starts when you make this request whether on web chat, email, phone or otherwise
- 4.3. You may also be subject to these terms and conditions if tenants move out of your property (if you are the homeowner, landlord or agent) or if you become responsible for the property
- 4.4. As a customer it is your responsibility to ensure that:
 - 4.4.1. You either own or live in the property
 - 4.4.2. You are allowed to sign up to this contract for the property
 - 4.4.3. The property is connected to mains gas or electricity, or both (whichever applies to you)
 - 4.4.4. You are signing up the correct address and meter point(s). In the event that incorrect details are provided, we will not be held liable for any issues resulting from this whether it be incorrect supply takeover, erroneous transfer Charges and process or otherwise
- 4.5. As a customer, you agree to:
 - 4.5.1. Only use the supply for domestic purposes and your property's consumption does not exceed the domestic licence limits as specified by Ofgem. If you do sign up and your usage exceeds such limits, we reserve the right to put you on a different Tariff or vary your terms and conditions
 - 4.5.2. Supply us with monthly meter readings including opening and closing reads, on the correct dates, otherwise your account with us will start/end/continue on estimated reads which may mean you are not billed as expected
 - 4.5.3. Receive regular Statements of Account via your online Portal only
 - 4.5.4. Keep us updated with your contact details (including email address and contact phone number), as we will use these details to contact you with information about your account, and to send promotional information
- 4.6. If you ask us, we can add another person to your contract so that they can administer your account on your behalf, we will always need your authorisation. We can't make that person financially responsible for your supply unless they agree to it and they tell us themselves; in which case this contract is automatically amended to make them a party to it from the date they agreed to become a party
- 4.7. We reserve the right not to continue to communicate with you if you are being abusive or aggressive towards staff. This might mean, for example, having to terminate a call early or requiring you to communicate in writing only
- 4.8. 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

- 4.9. We will inform you of any changes and the latest copy of our Terms and Conditions will be available on our website
- 4.10. If we propose to make changes to your Contract that are not to your advantage (including increasing Charges) we will give you reasonable notice of the changes. If you do not agree with the changes, you can switch to another supplier without penalty. This does not apply if we change your payment method in accordance with your Contract
- 4.11. You may be on a Deemed Contract with us, which means that you are on a contract that you have not actively agreed with us but exists between you and us automatically because you are taking a supply. Examples of when this might occur are:
 - 4.11.1. You move into a property already supplied by us until you agree a formal Contract with us or switch to a new supplier
 - 4.11.2. You remain in the property after a previous occupant has left the property
- 4.12. You can leave us at any time by initiating a switch to another supplier, the time taken to switch to a new supplier can vary based on their T's & C's.

5. Joining Foxglove Energy

- 5.1. You agree to provide an estimation of your annual consumption at sign-up which, to the best of your knowledge, reflects how much you will typically consume in any given year
- 5.2. You agree that we are allowed to tell your existing supplier to end your contract with them and to switch the supply to us
- 5.3. We aim to begin the supply to you within 21 days of the day of the start of the Contract
- 5.4. Your switch to Foxglove Energy could take longer than 21 days in the event of:
 - 5.4.1. You have not provided all the information we need to start the supply
 - 5.4.2. Your existing supplier blocks the switch
 - 5.4.3. Your meter is not suitable for the Tariff we are to provide
 - 5.4.4. Any other situation arises which is outside of our control
- 5.5. We may also at our discretion change the start date for the supply if we don't have all the information we need to complete your switch
- 5.6. You can only cancel your switch to us during the 14-day Cooling Off Period. After this point you are leaving as opposed to cancelling and you will have to initiate a new switch to an alternative supplier. You will be liable to pay any Charges for any supply you have taken with us. If you intend to leave, your particular Tariff may incur exit fees for early leaving and your switch may be blocked if your account is in arrears. You will need to make payment in order for your account to be released
- 5.7. We reserve the right to cancel your switch without notice if we have reason to suspect the integrity of any information you have provided
- 5.8. We reserve the right to amend your Direct Debit after sign up if the information received from the industry in relation to your estimated annual consumption (EAC for electric and AQ for gas) differs from the information you have provided at sign up
- 5.9. We aren't responsible for any debt or other outstanding Charges you may have to pay your previous supplier, unless we have expressly agreed to take on those amounts from your previous supplier (in which case you will be liable to us for those amounts)
- 5.10. You are required to, and agree to, provide opening meter readings, closing meter readings and regular monthly meter readings on the correct dates and it is not our responsibility to remind you of this
- 5.11. If you do not provide an opening meter read within the specified timescales, you agree that an estimated read, provided through industry processes, will be used as your opening meter read with us, and your closing meter read with your old supplier
- 5.12. We cannot accept liability where the above occurs, as it is your responsibility to ensure you provide this information on the correct date
- 5.13. You will need to cancel any payment arrangement you have with your current supplier. We cannot do this and we cannot discuss or negotiate any aspect of your account with them on your behalf, due to data protection. This remains your responsibility

6. Your Account

- 6.1. For the purposes of the Online Rules below, your account refers to your customer portal on our website
- 6.2. As we are a digital supplier, all customers must use Online Account Management and therefore you agree to the following terms:
 - 6.2.1. You will provide a valid and current email address for receiving communications
 - 6.2.2. You will receive all communications from us electronically, including bills, price changes and other information about your account, or notices we need to send you under this contract or our supply licence
 - 6.2.3. You will provide all meter readings using your account only
 - 6.2.4. You will manage your Direct Debit using email/web chat only
 - 6.2.5. You will receive bills from us through your account, we do not provide a paper billing service
 - 6.2.6. You will update or change your personal details using email/web chat only
 - 6.2.7. You will use your account, email or web chat only to find out information about your account (including Tariff and rate information, statements, Charges and usage)
 - 6.2.8. You will manage all aspects of your account by either your account, email or web chat, not via post or the phone which should be used as a last resort or in the case of making one off payments

7. Credit Checks and Sharing Your Information

- 7.1. Before we enter into the contract with you, and during your contract with us, we look at any information we have, and we may share your personal information with credit reference agencies and/or fraud prevention agencies
- 7.2. We reserve the right to apply for information on all customers. If you have named another person on your energy account you must make sure they know we may perform a credit check on them
- 7.3. Information supplied to us may be used to:
 - 7.3.1. Verify your identity and banking details (using services such as Experian)
 - 7.3.2. Make decisions on credit and credit-related services that we may provide to you, your partner, or other members of your property (including relating to payment)
 - 7.3.3. Use scoring methods to assess your application and help us choose what plan and payment method is right for you
 - 7.3.4. Prevent crime, fraud and money laundering
 - 7.3.5. Check the operation of your credit-related accounts
 - 7.3.6. Manage your personal, your partner's and/or business (if you have one) credit or credit-related account or other facilities by the credit reference agency
 - 7.3.7. Trace your whereabouts and recover debts that you owe
 - 7.3.8. Undertake statistical analysis and testing, which could include personal details and your energy use. This could be used to create personal profiles
- 7.4. This request will stay on your credit checking history (a footprint), whether you join us or not. It may also affect your credit rating
- 7.5. Based on your credit check, we may ask you for a security deposit
- 7.6. We will routinely share information about your payment record with credit reference agencies
- 7.7. If you fail to pay us any money you owe this information may be passed to credit reference agencies and/or fraud prevention agencies. The credit reference agencies keep records for six years after:
 - 7.7.1. Your account has been closed
 - 7.7.2. You pay the debt
 - 7.7.3. Someone takes action against you to recover the debt
- 7.8. You can contact the credit reference agencies currently operating in the UK – their current details are below. The information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee

CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414

Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 010 0583 or log on to <https://www.econsumer.equifax.co.uk/consumer/uk/showmyequifax.ehtml>

Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to <http://www.experian.co.uk>

8. Tariffs, Prices and Charges

- 8.1. Any Tariffs we offer will always be subject to availability and their inclusion in these Terms and Conditions does not necessarily indicate their disposal since we also provide information on former Tariffs which some customers may still be on. Please always check current Tariffs on offer at any given time by asking us directly. All our Tariffs include VAT at the applicable rate
- 8.2. Our prices for supplying Energy will be sent to you via email where you have agreed a formal Contract with us if we have a valid email address for you. Our prices are also available on our website
- 8.3. You will be required to provide your EAC/AQ initially upon sign up and this will be verified once we receive the relevant information from your previous supplier. Please note that your EAC/AQ is a changing figure dependant on your usage and this may result in it being amended at any point based on the most up to date consumption information available. Your EAC/AQ will be totalled if you have more than one MPAN/MPRN
- 8.4. Our Charges are based on the Energy consumed at the Supply Address as recorded by the Metering Equipment and calculated, based on a meter supplied by you, or taken by us, or our agents. If no meter reading is supplied, we will use an estimate reading
- 8.5. We'll calculate the Charges for your supply using:
 - 8.5.1. The gas or electricity you have consumed in kilowatt hours
 - 8.5.2. Your Unit Rate for gas and electricity, as applicable
 - 8.5.3. Your daily standing Charges for gas and electricity, as applicable
 - 8.5.4. Any up-to-date meter readings you have supplied or, if you have not provided an up-to-date meter read, estimated meter readings (using industry standard methods)
- 8.6. The Charges to you start from the Supply Start Date
- 8.7. Unless otherwise agreed with us, you must pay the amount shown as outstanding on your bill in accordance with our standard payment method of Direct Debit. Payment is taken monthly in advance
- 8.8. 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, in accordance with clause 9.1
- 8.9. We cannot support customers on business or prepayment meters. Please be aware that there will also be volume limits that will affect whether we can supply you and it is your responsibility to adhere to these upon sign up. We are currently not supplying smart meters yet and if we take over an existing smart meter that you have, please be aware that it will work as a normal dumb meter and we will not be able to make use of its smart functionality
- 8.10. Tariffs may have sub-variations whether that be through the addition of a particular month/year or some other form of suffix. For the avoidance of doubt, terms and conditions relating to the original parent Tariff shall apply the same to any such variations
- 8.11. Variable Tariff Charges can be increased or decreased at any time. Where this is the case, and the changes are not to your advantage, we will give you reasonable notice of the changes. If you do not agree with the changes, you can switch to another supplier without penalty
- 8.12. Fixed Tariffs Charges will be Unit Rates set at rates that applied on sign-up. Unit rates and standing Charges only are fixed. Payment amounts are consumption dependant and therefore will still vary as normal. Unit rates and standing Charges will be fixed for the term of the Tariff - either live date or successful transfer (where changing Tariffs internally), after which you will revert onto the relevant

standard variable Tariff. We reserve the right to review and amend consumption dependant elements where necessary

- 8.13. Availability of Tariffs or offers will be at our absolute discretion and we reserve the right to withdraw or limit its availability at any time. Availability must be confirmed directly with us only, advertisement or recommendation by any third party cannot be taken as certain
- 8.14. Unless otherwise agreed with us, monthly Direct Debit payment in advance and online account management is standard requirement for all Tariffs. Your Direct Debit amount will usually be based on how much energy we think you will use in a year split equally over 12 months. However, you may have signed up to split Direct Debit method in which monthly payments will be weighted according to the level of consumption at different points in the year
- 8.15. If you are in breach of any of the Tariff Specific Terms and Conditions, at any time, we reserve the right to move you onto another Tariff of our choice or change your payment terms
- 8.16. We can also charge you for any goods/services that do not fall within our Tariff where reasonable. We will provide you with the value to be charged before taking any steps to confirm additional goods or services. These Charges may apply (but not limited to) where:
 - 8.16.1. We, or one of our agents, attend your property to stop, disconnect or reconnect your supply if we are requested to do so by you
 - 8.16.2. Inspecting, testing, replacing or otherwise working on your meter (including moving your meter) if you ask us to but there is no fault with your meter
 - 8.16.3. Charges we are required to pass on to our customers by law or regulation or a regulatory authority (such as Ofgem)
 - 8.16.4. Any reasonable costs we incur (including administration costs) because you failed to meet the terms and conditions of this contract
- 8.17. VAT for additional good or services will be charged at the applicable rate
- 8.18. Any goods/services under contracts with other companies will at all times remain a separate obligation and any disputes must be directed towards the correct contractual party only

Tariff specific Terms & Conditions:

One Fair Tariff February (Variable)

- This Tariff is made up of a Unit Rate and a daily Standing Charge
- This Tariff is available for electricity only and dual fuel customers. No gas only customers can sign-up to this Tariff
- To be on this Tariff you agree to pay by Direct Debit only – no other payment methods are accepted
- To be on this Tariff you agree to access your account via your online portal only
- Charges can be increased or decreased at any time, subject to 8.11
- We reserve the right to move you onto an alternative Tariff if you do not adhere to the supply types available to this Tariff, e.g. if you cancel your Direct Debit

Blast Fox Tariff (Variable)

- This Tariff is made up of a Unit Rate and a daily Standing Charge for each fuel
- This tariff can only be signed up to via our office telephone sales team. You must have a total EAC of 5,000 or less and an AQ of 10,000 or more to be eligible for this tariff
- This Tariff is available for electricity only and dual fuel customers. No gas only customers can sign-up to this Tariff
- To be on this Tariff you agree to pay by Direct Debit only – no other payment methods are accepted
- To be on this Tariff you agree to access your account via your online portal only
- Charges can be increased or decreased at any time, subject to 8.11
- We reserve the right to move you onto an alternative Tariff if you do not adhere to the supply types available to this Tariff, e.g. if you cancel your Direct Debit or one of your fuels is switched to an alternative supplier

Heat Tariff (Variable) in partnership with Fischer Future Heat UK

- This Tariff is made up of a Unit Rate and a daily Standing Charge for each fuel

- It is a requirement of this tariff that you consume a minimum of 300kWh per billing cycle
- This tariff is available exclusively from Fischer Future Heat sales engineers at point of new heater purchase. Former purchases of Fischer heaters cannot be used to gain eligibility and existing Fischer customers must purchase additional heaters in order to take advantage of this tariff
- Any order with Fischer Future Heat must be paid in full before eligibility of this tariff will be accepted. This tariff applies to single rate and Economy 7 customers only, it is not compatible with Economy 10 or others. The promotional cheap rate under this tariff will be billed on 100kWh per month on the day rate only
- Credits under this tariff are made once in every 12-month period only, on receipt of actual meter reads. Credit will then be visible on subsequent month's bill. Credits are made to energy account only
- This Tariff is only available for dual fuel customers, i.e. where both electricity and gas are supplied by us. This Tariff cannot support gas only or electricity only customers
- To be on this Tariff you agree to pay by Direct Debit only – no other payment methods are accepted
- To be on this Tariff you agree to access your account via your online portal only
- Charges can be increased or decreased at any time, subject to 8.11
- We reserve the right to move you onto an alternative Tariff if you do not adhere to the supply types available to this Tariff, e.g. if you cancel your Direct Debit or one of your fuels is switched to an alternative supplier

STC (Variable)

- This Tariff is made up of a Unit Rate and a daily Standing Charge for each fuel
- This tariff can only be signed up to via our office telephone sales team and is only available to properties in Scotland
- This Tariff is available for electricity only and dual fuel customers. No gas only customers can sign-up to this Tariff
- To be on this Tariff you agree to pay by Direct Debit only – no other payment methods are accepted
- To be on this Tariff you agree to access your account via your online portal only
- Charges can be increased or decreased at any time, subject to 8.11
- We reserve the right to move you onto an alternative Tariff if you do not adhere to the supply types available to this Tariff, e.g. if you cancel your Direct Debit or one of your fuels is switched to an alternative supplier

One Fixed Tariff (Fixed – 12 months)

- This Tariff is made up of a Unit Rate and a daily Standing Charge for each fuel
- This Tariff is available for electricity only and dual fuel customers. No gas only customers can sign-up to this Tariff
- To be on this Tariff you agree to pay by Direct Debit only – no other payment methods are accepted
- To be on this Tariff you agree to access your account via your online portal only
- Unit rates and standing Charges are fixed for the term of the Tariff. Payments are consumption based Charges and can still vary
- We reserve the right to move you onto an alternative Tariff if you do not adhere to the supply types available to this Tariff, e.g. if you cancel your Direct Debit or if you switch a gas supply to us

Green Standard (Variable)

- This Tariff is our Standard Variable Tariff
- This Tariff is made up of a Unit Rate and a daily Standing Charge for each fuel
- Charges can be increased or decreased at any time, subject to 8.11
- In the event that you do not adhere to any Tariff Terms and Conditions, we reserve the right to move you onto this Tariff

9. Billing

- 9.1. Billing is a monthly cycle and will commence one calendar month after your Supply Start Date with us
- 9.2. Your statement will show your consumption for the relevant period and the associated cost, by multiplying your consumed kWh by the Tariff Unit Rates, and the appropriate number of days Standing Charge
- 9.3. If you fail to provide a meter read, or the meter read is not provided on your billing day, your bill will be made up of estimated meter reads, either in full or for the period between your meter read submission and your billing day
- 9.4. If you believe there are errors on your bill, you must contact us immediately to resolve the error
- 9.5. At any given time, we will usually seek to bill you for any amount we reasonably consider has been consumed within the last 12 months. However, there are some exceptions in which we can backbill you for earlier Charges:
 - 9.5.1. Where the bill owed was issued prior to 1st May 2018
 - 9.5.2. Where you received a bill for the relevant charge within a 12-month timeframe however that timeframe has now lapsed due to your failure to make payment
 - 9.5.3. If your meter is not working correctly and you've not allowed us to fix it or if you've acted unlawfully and tampered with your meter
 - 9.5.4. We have been unable to bill you as normal due to unreasonable or obstructive behaviour on your part
 - 9.5.5. Any other circumstances which as required by a regulatory authority (such as Ofgem)
10. Your Meter and Access to Your Property
 - 10.1. We are not currently taking on prepayment meters, so where we refer to meters it will always mean credit meters
 - 10.2. We are not able to support Smart Meters yet and we are not currently supplying them. In the event that we take over your supply and you already have a smart meter, it will revert to standard Traditional meter functionality, meaning you will need to read your meter
 - 10.3. You are responsible for ensuring your property has an appropriate credit meter installed that meets all the following requirements:
 - 10.3.1. It is capable of measuring the energy supplied to your property
 - 10.3.2. Maintenance and legal compliance checks are carried out for all pipes, equipment, wires and other fittings.
 - 10.3.3. It is suitable and meets industry standards for safety and accuracy
 - 10.4. You are responsible for ensuring that your metering equipment is not lost, stolen or damaged. In this contract metering equipment means the meter itself and all equipment required to operate your meter
 - 10.5. If you discover any damage, fault or other issue with your metering equipment, you must tell us immediately
 - 10.6. We are allowed to install, maintain, read, disconnect, repair or replace any metering equipment
 - 10.7. You must pay any Charges and costs in connection with removing, inspecting, replacing or repairing the metering equipment at your property
 - 10.8. You agree to give us or anyone acting on our behalf safe access to your property and all metering equipment. If there are obstructions preventing us accessing your metering equipment, you must remove them

11. Payment Methods

- 11.1. You agree to pay for your Supply in advance
- 11.2. We will add VAT to our Charges at the applicable rate (currently 5% for domestic energy usage and 20% for any other Charges)
- 11.3. You are responsible for paying us for the supply until you have cleared all outstanding Charges including paying any Charges or debts you have accrued which remain outstanding after your

contract ends

- 11.4. You must have a Direct Debit in place for the entire duration of your contract, including after your switch date if your account is still in arrears. We are unable to cancel any collections in our system with less than 10 working days' notice
- 11.5. We will adhere to the Direct Debit guarantee. A copy of this is available upon request
- 11.6. If your Direct Debit fails due to insufficient funds, we will let you know and may re-present the automated instruction within 10 Calendar Days
- 11.7. Automatic Direct Debit reviews are performed at regular intervals to ensure you are not paying too much or too little for your energy. Where necessary we will adjust your Direct Debit to ensure it is sufficient to cover your usage.
- 11.8. Direct Debit reviews may take debit or credit balances into account and the value be adjusted accordingly
- 11.9. You are primarily responsible to ensure that you are paying enough for your energy
- 11.10. We can accept payment by Debit or Credit card, by bank transfer or cheques. Any non-Direct Debit payments must include your Foxglove Energy account number in order to be allocated against your account
- 11.11. If you do not pay by Direct Debit, we reserve the right to change your Tariff to our Standard Variable Tariff. You will still be responsible for paying for the supply in full each month by an alternative Payment Method agreed with us
- 11.12. Any missed or late payments will incur a charge of £25 for each missed payment. This includes failure to pay via the required payment method of Direct Debit, unsuccessful Direct Debit collection or cancellation of your Direct Debit mandate
- 11.13. It is your responsibility to cancel your Direct Debit once you have switched your energy supply to another supplier and you have paid all your outstanding Charges. We cannot be held liable if you fail to cancel your Direct Debit and it remains in place

12. Refunds

12.1. Credit Balance Refunds

- 12.1.1. We will conduct an assessment of your account upon receipt of a request for refund
- 12.1.2. If you request a refund, you must have provided a meter read within the preceding 30 calendar days of your request. If you have not provided a meter read within this time period, we will be unable to progress your refund request
- 12.1.3. In order to be eligible for a refund, you must have an active Direct Debit in place, where applicable for the Tariff you are on
- 12.1.4. We reserve the right to determine the value due for refund, based on your account balance and forecast usage over a 12 month period
- 12.1.5. You will be informed whether your refund request can be accepted following our assessment. If we are unable to refund you, we will tell you why
- 12.1.6. We aim to process your refund within 10 working days following successful assessment
- 12.1.7. Your refund will be paid into the bank account used for your Direct Debit payments
- 12.1.8. If you are refunded too much, you must repay the overpayment to Foxglove Energy immediately
- 12.1.9. In order to responsibly ensure that your account does not fall into arrears, we may have to refuse certain refund requests
- 12.1.10. If, after a refund has been paid, your account falls into debit, or there is insufficient credit in your account, we reserve the right to review your Direct Debit to ensure you are paying for consumption

12.2. Final Bill Refunds

- 12.2.1. We cannot commence the refund process until we have received your opening meter reads from your new supplier, and your Final Bill has been generated

- 12.2.2. Your refund will be issued within 10 working days from your Final Bill being generated
- 12.2.3. Your refund will be paid into the bank account used for your Direct Debit payments
- 12.2.4. If you are refunded too much, you must repay the overpayment to Foxglove Energy immediately

13. Having Trouble Paying

- 13.1. If you are having trouble paying your bill, you should contact us immediately to discuss payment options available to you
- 13.2. If you do not pay your bill on time, we may be able to offer a payment plan according to your circumstances, ensuring any new Charges are also paid for
- 13.3. You may be able to obtain independent advice from organisations such as Citizens Advice Bureau

14. Debt Management

- 14.1. If you don't pay your bill on time:
 - 14.1.1. We can add the amount of your debt to your next bill
 - 14.1.2. We can require you to bring your account up to date by using alternative methods of payment
 - 14.1.3. We can change the amount of your Direct Debit to recover overdue Charges
 - 14.1.4. We charge you a late/missed payment fee of £25 per late/missed payment in accordance with Clause 11
 - 14.1.5. If you miss 2 or more payments we reserve the right to alter your payment method and move you to our Standard Variable Tariff and require you to pay the full account balance each month (including any arrears)
 - 14.1.6. We can take such steps as are necessary to recover the sums due to us, which may include employing a debt collection agency
 - 14.1.7. We can 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
 - 14.1.8. We can charge you interest at 4% per year above the current Bank of England base rate, which will be charged on the overdue amount you owe until you pay the overdue amount plus interest
 - 14.1.9. In accordance with Clause 17, we can temporarily suspend or permanently disconnect the supply under warrant (if necessary) from the Magistrates' Court (or Sheriff Court in Scotland) without your permission

15. Moving Home

- 15.1. If you are moving house you must inform us of the date you are moving and provide us with a meter reading
- 15.2. You are responsible for paying all Charges up to and including the day you move out
- 15.3. You must provide us with a meter read(s) on the day you vacate your property. We will use the read(s) you provide to generate a final bill
- 15.4. If you do not provide us with your meter read(s), we will use the new occupants meter read(s) or an estimate to generate your final bill
- 15.5. You must provide us with a forwarding address so we can send you your final bill or in case of any other correspondence
- 15.6. If you do not inform us that you are moving house, we will use the new occupants start date as the end date for your contract
- 15.7. If you ask us to supply your new home, we'll set up a new contract for your new property. Your old account will be closed as soon as any outstanding balance is paid or the balance may be transferred

to your new account. It will take 21 days from you notifying us you want us to supply your new property

16. Complaints

- 16.1. You can submit a complaint by:
 - 16.1.1. Emailing us at hello@foxgloveenergy.co.uk
 - 16.1.2. Using our online web chat at <https://www.foxgloveenergy.co.uk/>
- 16.2. You can view our full complaints procedure here: <https://www.foxgloveenergy.co.uk/our-policies/our-complaints-handling-policy/>
- 16.3. 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/. Their service is free, independent and confidential
- 16.4. When you submit a formal complaint, we will do everything in our power to resolve the issue
- 16.5. 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
- 16.6. In the event of you not wanting to accept the suggestion in the deadlock letter, or if the issue is ongoing for more than eight weeks, you can then refer the issue to the Energy Ombudsman.
- 16.7. You can contact the Energy Ombudsman by phone on 0330 440 1624, by email at os-enquiries@os-energy.org or through their website, www.ombudsman-services.org/energy.html. Alternatively, you can write to them at Ombudsman Service: Energy, PO Box 966, Warrington, WA4 9DF

17. Disconnecting Your Supply

- 17.1. We can suspend or disconnect your supply if:
 - 17.1.1. You fail to pay your bill on time
 - 17.1.2. We have reason to believe your metering equipment may have been tampered with or damaged
 - 17.1.3. We are required to do so by any law, code or agreement
- 17.2. If we have had to suspend or disconnect your supply:
 - 17.2.1. We can ask for a security deposit before we restart or reconnect your supply
 - 17.2.2. You must reimburse us for the cost of suspending or disconnecting the supply, as well the cost for restarting or reconnecting your supply
- 17.3. We reserve the right to terminate this contract if we believe that you are behaving inappropriately or in violation of applicable laws or regulations; for example if you are verbally abusive or behave offensively towards our staff

18. Our Liability

- 18.1. This contract doesn't exclude any liability that we aren't allowed to exclude by law
- 18.2. Our liability (including for negligence and breach of statutory duty) is limited to £10,000 for each unconnected event that we're directly responsible for, or £10,000 in total for any connected series of events that we're directly responsible for, and which has caused you loss or damage
- 18.3. We aren't liable for any loss or damage (including negligence and breach of statutory duty) that we couldn't reasonably have expected would result from breach of this contract at the time (consequential losses)
- 18.4. We cannot be held liable for any loss or damage resulting from circumstances out of our control or relating to the actions of a third party
- 18.5. If we're required or entitled to take action under our gas supply licence, electricity supply licence or any other rules that are binding on us, we won't be in breach of this contract
- 18.6. We can't guarantee that the supply will be uninterrupted and cannot be held liable for this

19. Using Personal Information

19.1. You agree that we can use your personal information and data in accordance with our privacy policy, which you can find here <https://www.foxgloveenergy.co.uk/our-policies/privacy-policy/>

20. Digital and Personal Security

- 20.1. We will only ever visit by appointment with customers, and we will never show up without having verified a suitable time with the account holder first (unless it is in regard to debt collection action)
- 20.2. We do not and will never have sales agents working door-to-door without a scheduled appointment. If anybody knocks on your door claiming to be a representative, please turn them away and call us on 0800 103 2769 to verify their identity
- 20.3. Please keep all personal information to yourself, including online user information which you should not write down or share with anybody
- 20.4. If you think someone might know your password, change it straight away online or through one of our customer representatives. We can give you a temporary password which you should then change via your online portal

21. Emergencies and Safety

- 21.1. If you have a gas emergency, you must report it on 0800 111 999
- 21.2. If you have an electricity emergency, you must report it to your local electricity distributor – their contact details can be found at <http://www.energynetworks.org/info/faqs/who-is-my-network-operator.html>
- 21.3. You must not use the supply in any way that endangers people or property, or that could interrupt the supply of any other property
- 21.4. We can restrict the supply if we think you are using it in a way that is unsafe or if we are required to by any legal or other requirement that is binding on us

22. National Terms of Connection

- 22.1. Your supplier is acting on behalf of your network operator to make an agreement with you
- 22.2. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions
- 22.3. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement
- 22.4. It sets out rights and duties in relation to the connection where your network operator delivers electricity to, or accepts electricity from, your home or business
- 22.5. 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
- 22.6. You can also phone 0207 706 5137, or see the website at <http://www.connectionterms.org.uk/>