

# THE LEGAL BIT

And our Terms and Conditions





## Our key points

### Your contract

- Your contract will be fixed for either 12 or 24 months, depending on the contract length you sign up to, which means the standing charge and the price you pay for each unit of electricity you use will stay the same for the contract period. This is stated in your Welcome Pack.
- You have seven working days from the date you agree to take the supply from us to change your mind and cancel the contract with us. After this time (the cooling-off period), you will be in a fixed contract which you cannot cancel early.
- Your fixed contract starts on the date we begin supplying your property. The prices that you agree to when registering as a customer, either online or over the phone, will be the prices that you pay throughout the contract period.
- Towards the end of the contract we will contact you to tell you your new prices for the electricity if you extend the contract for another 12 or 24 months (the extension period). If you do not accept these prices, you will be moved to our variable tariff.

### Your meter readings

- Giving us a meter reading when we begin supplying you is important. This reading lets us bill you accurately from the start.

### Your Direct Debit

- You pay by Direct Debit in advance each month for the electricity you use. The date of your payment is shown on your contract. If you'd like a different date, please contact us.
- Make sure you have enough money available in your bank account to cover the Direct Debit. If we can't collect the payment we'll get in touch and you may be charged by your bank.
- We review your Direct Debit at least twice a year to check it's set at the right level for the amount of electricity you're using and are expected to use. This is based on the amount of electricity used at the site in previous years.
- We will always contact you if your Direct Debit is about to change, giving you at least one week's notice.
- We work out your Direct Debit by taking the amount of electricity we estimate you will use in the year and dividing this by 12 to get your monthly amount.

We do not currently supply gas to business premises. We will write to you when this service is available and will give you any terms and conditions that apply to supplying gas.

Similarly we do not currently provide electricity to Green Deal customers. We will write to you when this service is available.

## Contract for supplying electricity to business premises

The following terms and conditions govern the agreement between:

- us, Ovo Energy for Business Ltd, Ovo Group Ltd and Ovo Electricity Ltd; and
- you, the person or business receiving or wanting to receive electricity from us.

Please read this document carefully so that you fully understand your and our responsibilities.

### 1. Introduction

- 1.1 On the date you agree to take the supply from us, there must be no contract, obligation, arrangement or other matter (including any debts or disputes with your current supplier) which would:
- prevent you from entering into this agreement for us to supply electricity to your site; or
  - prevent or delay us from becoming registered as your supplier.
- 1.2 Any information you or your agent (someone authorised to act for you) provides for us to calculate the quotation for us supplying you must be correct. You must give us all relevant and important information.
- 1.3 This agreement applies if we supply electricity to your site and you are a business customer, including a micro-business customer. (A micro-business is a company which uses less than 55,000 kWh of electricity a year, or which has fewer than 10 employees (or their full-time equivalent) and has an annual turnover of no more than two million euro.)
- 1.4 This agreement will start on the date you:
- agree over the phone that you want us to supply electricity to you;
  - sign an agreement with one of our representatives; or
  - confirm on our website that you accept these terms and conditions;
- whichever happens first.
- 1.5 If we already supply a site which you have become responsible for, you'll be considered to have agreed to these terms and conditions from the time:
- you took over the site;
  - your tenants moved off the site; or
  - you started receiving electricity as a deemed customer (see clause 5).
- 1.6 Where we refer to any industry agreement, law, licence or regulation, we are referring to the latest version (which may change or be updated).
- 1.7 This agreement is legally binding, whether it was entered into by you or your agent, and you must keep to it. If you don't, we may take legal action against you, and may cut off the supply.

## 2. Before we start to supply electricity to you

Note: clauses 2.2, 2.3 and 2.5 below do not apply to deemed customers. (See clause 5 for an explanation of 'deemed customer'.)

- 2.1 We do not currently supply Green Deal customers or customers who want to receive a Green Deal (as defined by the Department for Energy and Climate Change).
- 2.2 We will only supply electricity under this agreement if all of the following apply.
- a The site is connected to the electricity distribution network ('the mains') and uses the electricity totally or mainly for business purposes (including buying electricity for premises where all or some of the electricity is used by homes).
  - b You provide suitable credit references and any security we ask for (see clause 16).
  - c We accept your spoken or written offer.
  - d We are allowed to supply electricity under the terms of our licence to supply electricity under the Electricity Act 1989.
  - e We can confirm the address of each site, metering point and MPAN (the unique reference number given to each electricity meter point).
  - f We have any permission we need from other organisations.
  - g We have received credit reports and a Direct Debit form which we are satisfied with.
  - h The meter at your site is compatible with our existing billing systems.
  - i We are satisfied that you have met your responsibilities under this clause 2.
- 2.3 Unless we already supply electricity to the site, we will not be able to become registered as your supplier if:
- your local electricity distributor holds an exemption (meaning that they do not have to hold a distribution licence) and you or they need to make a connection to the electricity distribution network; or
  - you need to enter into a metering arrangement.
- 2.4 We will take all reasonable steps to get any information we need from you before we can start to supply electricity to you.
- 2.5 As long as everything covered in this clause 2 is met, we will become registered as your supplier by the supply start date (the date we aim to start supplying the site under the agreement). We will confirm this date in writing.

## 3. Registering as your supplier

- 3.1 You must do all you reasonably can to help us to become registered as your supplier, including (if we ask you to) contacting your current supplier to arrange for them to lift their objection to the transfer.

#### **4. The initial period and extension period**

- 4.1 If you or we want this agreement to automatically end at the end of the initial period (the contract period from the day we begin supplying your property) or any extension period (a further contract period this agreement is extended for), you or we must send the other written notice in line with clauses 21.3 and 21.4.
- 4.2 Your notice must include your account number and MPAN and reach us at least 60 days before the end of the initial period or extension period.
- 4.3 If notice is not given under 4.1 or 4.2 to end this agreement, we will move you onto the variable tariff unless you and we both agree otherwise (see 4.5). (Our variable tariff is a tariff where the standing charges and the price you pay for each unit of electricity are not guaranteed and may change from time to time for reasons such as, but not limited to, the price of electricity changing in the wholesale market, or changes we make to this agreement.)
- 4.4 You can phone or email us at any time during the initial period to ask us to automatically extend this agreement for a contract extension period.
- 4.5 At least 90 days before the initial period (and any extension period) is due to end, we will write to you to confirm the charges you would pay for the next extension period. Once you receive this notice you will have up to 30 days to let us know whether you want to keep this agreement for the extension period or want to switch suppliers.
- 4.6 If you agree to extend this agreement for a contract extension period, within 10 days we will send you a statement of the renewal terms. That statement will explain how you can end the agreement.
- 4.7 If you or we decide to end this agreement in line with 4.1 above, but a new supplier has not started to supply you when this agreement ends (or you have not entered into an agreement with a supplier), we will continue to supply you under this agreement, but on our variable tariff (however, you will not be a deemed customer - see clause 5 below). You will stay on the variable tariff until another supplier becomes your registered supplier or you enter into another agreement with us. Our prices may change, and we will tell you if they do.

#### **5. Deemed customers**

Note: this clause 5 only applies to deemed customers. You are a deemed customer if we supply electricity to your site, but you do not have a formal agreement with us (for example, if you moved to a site we already supplied).

- 5.1 You can enter into an agreement with us, and stop being a deemed customer, at any time by phoning or emailing us.
- 5.2 The clauses in this agreement that do not conflict with this clause 5 will apply until you:
- enter into an agreement with us to receive electricity at the site; or

- switch to another supplier by entering into a contract with them.

5.3 We will use the last meter reading we received for the site before you took it over to calculate the charges you will pay on our deemed tariff (unless we agree otherwise with you).

## 6. Charges and payment terms

6.1 You agree to pay us by Direct Debit in advance each month for the electricity we supply.

6.2 If you cancel or do not have a current Direct Debit with us, we have the right to move you onto our default tariff, which is our tariff for customers who do not agree to our terms and conditions or who fail to pay us for the electricity we supply. We will tell you this, and the current prices under the default tariff, before we put you onto that tariff.

6.3 Your Direct Debit payment will be based on the amount of electricity we expect you to use. We aim to review your Direct Debit at least twice a year.

6.4 We will send you a regular statement showing how much electricity you have used. If you disagree with any amount on a bill or statement, you must still pay the bill in full.

6.5 When we review your Direct Debit, we will only reduce it if the amount is too high for the amount of electricity you use, according to actual readings and taking into account the season.

6.6 If you do not pay a Direct Debit, we can charge you interest at 4% above the current Bank of England bank rate. If we charge interest, it will be charged on the total amount you owe (including VAT). VAT is not charged on the interest itself. This interest will apply from the date the payment became due until you make it.

6.7 If you do not pay your Direct Debit on time, as well as our right to charge interest, we can also do one or more of the following.

- a Install a repayment meter
- b Ask you to provide security (see clause 16.1)
- c Charge a payment-failure fee of **£250** for each missed payment
- d Move you onto our default tariff
- e Disconnect or cut off your supply and charge you the costs of this, and of reconnecting or restoring the supply

6.8 If you continue to miss payments, we will try to contact you by email or phone, and then by letter, before referring the matter to a debt-collection agency.

6.9 You must cover all costs and losses we suffer as a result of trying to recover payments you owe us under this agreement.

6.10 If you are having trouble paying your bill, you should contact us immediately to discuss ways to save money and the payment options available to you.

6.11 We may sometimes send you estimated bills for charges due under this agreement, based on industry best practices.

- 6.12 If an estimated bill we send you is not accurate, we will investigate the matter.
- 6.13 If our investigation confirms that your bill is accurate, but you insist that your meter is incorrect, we may test the accuracy of your meter. We will charge you a meter examination fee for this. If your meter is more than 2.5% fast or 3.5% slow, we will refund the meter examination fee. We will also replace the meter and adjust your future bills accordingly.
- 6.14 Any money you owe us for electricity we supplied before the start date of this agreement will be treated as money you owe us under this agreement.
- 6.15 Unless we tell you otherwise, the prices we give you do not include VAT, the climate change levy, or any other tax, charge, fee, levy or duty that applies. If any of these apply, we will add them to your bill and they will form part of the charges you must pay.
- 6.16 If we owe you any money, before we return it to you we will take off any amounts you owe us. This may include charges for any reasonable costs we have to pay as a result of you failing to meet the terms and conditions of this agreement.

## **7. While we are supplying you**

- 7.1 You must pay for all electricity we supply to a site covered by this agreement.
- 7.2 By entering into this agreement you are also entering into the National Terms of Connection with the local electricity distributor (see clause 21).
- 7.3 You must also do all you reasonably can to stay connected to the electricity distribution network.

## **8. Linked companies and agents**

- 8.1 If we supply companies in your group with electricity under this agreement, you will be liable for everything the companies in your group do or do not do. (The companies in your group are you, any parent or subsidiary companies of yours, and subsidiaries of your parent companies, if any.)
- 8.2 You must make sure the companies in your group which we supply electricity to know the terms and conditions of this agreement.
- 8.3 You understand that if any of the companies in your group do not pay any amount they owe us, or do not pay on time, you must pay us that amount when we ask you to. You also understand that you will have broken the terms and conditions of this agreement and we will be entitled to end this agreement or start action to disconnect or cut off the supply at any or all sites.

## **9. Letter of authority**

- 9.1 If you want to appoint an agent to act on your behalf in connection with this agreement, you must send us a signed letter, on your company stationery, explaining this. In this letter (the letter of authority) you must give the agent's contact details, confirm that you want them to

act on your behalf, specify how long you want them to act for, and explain what matters you want them to deal with. We cannot deal with your agent until we receive the letter of authority and we are satisfied that it is genuine.

- 9.2 If you want us to stop dealing with your agent, you must tell us this in writing. If you want us to deal with a different agent, you must send us a new letter of authority.
- 9.3 You will be liable to us for everything your agent does or does not do (including if they fail to make a payment by the due date).

## **10. Measuring the electricity you use**

- 10.1 We will use the meter and standard industry methods to measure how much electricity you have used, in order for us to calculate your bill.
- 10.2 If the amount of electricity you use at any site is higher than the industry requirements for the type of meter you have or the amount of electricity your metering point is registered to receive, you must pay for any necessary upgrade to the meter or the connection to the electricity distribution network.
- 10.3 We will sometimes ask you to give us a meter reading. If you do not do this when we ask, we may charge you for us taking a meter reading. If we make an appointment with you to read or inspect your meter, but you do not keep the appointment, we may charge you a fee.

## **11. Meters**

- 11.1 In line with paragraph 2 of schedule 7 to the Electricity Act, you and we agree that the meter for electricity does not need to be certified by a meter examiner.
- 11.2 You must maintain your equipment (that is, any equipment that you or your agent own, use or control on your side of the meter) and make sure it is in good working order at all times. You will be responsible for any damage to your equipment and our equipment (including any meter, pipework, valves, apparatus used to transport, measure, control and monitor your electricity supply) due to overloading, unless the damage is caused directly by us. If you fail to maintain the meter in good order, we may cut off the relevant metering point until you have replaced the meter or had it repaired. (You must pay any cost involved.)
- 11.3 You may have to pay for any revenue protection visit (if we have to come out because we have had reports that the meter has been tampered with).
- 11.4 We will make sure one of our agents calls to read your meter at least once every two years.
- 11.5 You should contact us immediately if you believe that a meter is dangerous.
- 11.6 If you have a non-standard meter (for example, a polyphase meter) at your site, we may add charges to your account to cover any extra costs, and will tell you these charges in writing or over the phone.

## **12. Appointing a metering agent**



- 12.1 You have the right to nominate someone to be your metering agent and be responsible for maintaining your meter, taking meter readings and sending relevant information to us.
- 12.2 We will only agree to appoint the person you have nominated if:
- they are accredited to act as a metering agent under the Balancing and Settlement Code;
  - they confirm to us in writing that they agree to our terms of appointment;
  - you and your metering agent have in place, and maintain, an agreement setting out your and their responsibilities; and
  - you agree to be responsible for paying all your metering agent's costs and charges.
- 12.3 You are liable for your metering agent's actions and you must cover any costs or losses we suffer if something your metering agent does or does not do causes you to break any of these terms and conditions.
- 12.4 You must make sure that any metering agent we appoint on your behalf will promptly provide us with any information we need.
- 12.5 You cannot change your metering agent without our permission in writing.
- 12.6 You must tell us immediately if you or your metering agent fails to keep to any of the clauses of the agreement between you and them, and when your agreement with them ends.

### **13. Access**

- 13.1 If we give you written notice, you must make sure that we, our metering agents and anyone working on our behalf have access to install, test, inspect, repair, replace, remove, disconnect, cut off or check the accuracy of any meter.
- 13.2 You must pay any costs involved in providing access, including any extra costs if the meter is not easy to get to.
- 13.3 You must make sure that you and your agent do not do anything which might prevent (or make it difficult for us), our metering agents, anyone acting on our behalf or the electricity distributor from entering the site.
- 13.4 At each site we supply electricity to you must provide, free of charge, power, water, drainage and any protection equipment that we, our metering agents, anyone acting on our behalf or the electricity distributor may reasonably need.

### **14. Safety**

- 14.1 The voltage of electricity we supply may vary, as allowed by the Electricity Supply Regulations 1988. We cannot guarantee that the supply to the site will not be interrupted and, when allowed by law, we will not accept liability for any loss or damage caused by an interruption in your supply. If you want to make sure that your supply is never interrupted, you will need to install your own equipment to generate electricity.

- 14.2 You should let your local electricity distributor know about any matter or incident that may be dangerous, needs urgent attention, or is a risk to the electricity distribution network.
- 14.3 You must not use the electricity we supply for any purpose which is likely to risk the health or safety of any person, or damage or interrupt the supply of any other site.
- 14.4 If (in our reasonable opinion) there are safety issues, we may need to suspend or restrict the supply of electricity until the problem has been solved.

## **15. What we are responsible for**

- 15.1 Unless we say otherwise, as far as is allowed by law, we will not be responsible to you or anyone else for any loss (including loss of income, business, profits, information, services, reputation or goodwill) or damage suffered as a result of:
- us supplying, or failing to supply, electricity; or
  - any agreement not being kept to.
- 15.2 If your or our negligence causes death or personal injury, you or we (whichever is appropriate) must pay the other all costs and losses suffered as a result.
- 15.3 If you suffer any loss or damage which we are liable for by law, we will not pay you more than £10,000 for each event that causes you such loss or damage. If there are a number of connected events that cause you any loss or damage which we are liable for, we will not pay you more than £10,000 in total.
- 15.4 You must cover us for all costs and losses we suffer as a result of you or your agent failing to keep to the terms and conditions of this agreement or any law, regulation or agreement (including any industry agreement).
- 15.5 If you suffer any loss or damage caused by the electricity distribution network, we will only be responsible to you for the amount we recover from them on your behalf.
- 15.6 You and we will not be liable to the other for any failure or delay in carrying out any responsibilities under this agreement as a result of circumstances beyond your or our reasonable control (for example, extreme weather conditions, terrorist activity, industrial action). This does not include a lack of funds or the consequences of a weak economy.

## **16. Security and changes to your payment arrangements**

- 16.1 We may ask you to provide security (in the form of a deposit, a letter of credit or a guarantee), or to increase any security you have already provided, if we have any concerns about your ability to pay (including if there is a change to your financial circumstances as described in clause 16.2). We will not pay you interest on this.
- 16.2 If you do not provide the security within 10 days, you will have broken the terms and conditions of this agreement and clause 18.8 will apply.

16.3 If you switch to a new supplier, we will return the security to you. If the security was a deposit, we will first take off any amounts you owe us.

## **17. Changes to the agreement and our charges**

17.1 We do not have to get your permission before making any changes to this agreement for the reasons set out in clause 17.2 below.

17.2 We may change the terms and conditions of this agreement to take account of:

- industry agreements or our supply licence;
- a change in any law, regulation, standards or codes of practice that apply to your supply;
- any order or judgement by the Government or other relevant authority; or
- any changes to distribution charges.

These changes will take effect from the date we tell you about them.

17.3 We may change the charges or introduce a new charge at any time if any of the following applies.

- a There are changes to any relevant law, or any new tax, charge, levy, fee or duty relating to the supply is introduced, and this affects our costs of providing the electricity to you.
- b There is any legal or regulatory change (including any change to an industry agreement) which puts a new obligation on us, or increases an existing obligation we have.
- c There are any changes in our obligations, costs or charges we owe to other organisations in connection with your supply, or if other organisations introduce new charges that affect us.
- d We discover a mistake in the charges we have quoted to you, or we are given any inaccurate information about the meter, the estimate of how much electricity you will use in a year, or the type of meter you have.

## **18. Ending the agreement**

18.1 Other than as described in clauses 4 or 5, or where this clause 18 says otherwise, you cannot end this agreement (or the supply to any individual sites covered under this agreement) before the end of the initial period.

18.2 If you ask to switch to another supplier during the initial period or any extension period, we will object to the transfer.

18.3 If you try to switch to another supplier outside the initial period or any extension period, and you owe us any amount, we can object to the transfer until you have paid off this debt.

- 18.4 If you intend to stop trading at any site, or plan to leave a site, you must give us at least 30 days' written notice. That notice must tell us the date you will stop trading at the site or will move out, as well as the name and contact details of the landlord, the new owner or the new occupier, and your new address and contact details. You should also tell us if you want us to disconnect or cut off the supply to the site. (You will have to pay a fee for this.)
- 18.5 You will continue to be responsible for paying all charges arising under this agreement until the landlord, new owner or new occupier takes over responsibility for the supply or we disconnect or cut off the supply to the site.
- 18.6 We can end this agreement immediately if:
- you fail to meet your responsibilities under this agreement;
  - we no longer hold a valid licence for supplying the electricity to the site; or
  - Ofgem appoints another supplier to supply the electricity to the site.
- 18.7 We can end this agreement at any time by giving you 30 days' notice in writing.
- 18.8 You or we may end this agreement immediately by giving written notice to the other party if any of the following applies.
- a The other party has broken the terms and conditions of this agreement and, if the problem could be put right, has failed to put it right satisfactorily within 14 working days of being asked to do so. (This includes you failing to pay any bill in full by the due date.)
  - b The other party has stopped trading or has become unable to pay its debts, within the meaning of section 123 of the Insolvency Act 1986.
  - c The other party has made or proposes to make, any arrangement with or for the benefit of its creditors (including any voluntary arrangement).
  - d The other party has had a supervisor, receiver, administrator, administrative receiver or any other person or organisation appointed over all or any part of its assets.
  - e The other party has had any bankruptcy order made against it, or action has been taken to start an administration order, wind up the company or dissolve the company (other than for the purpose of reorganisation as agreed between you and us).
- 18.9 After this agreement ends, you must pay us for all electricity you used before it ended at the prices for the agreed tariff, as well as paying for all electricity you use after the agreement ends at the prices for our default tariff.
- 18.10 All other clauses of this agreement will continue to apply until the site is registered to another supplier. Even after the site is registered with another supplier, we will be entitled to claim any amounts you owe us for electricity you have used, or any losses or costs we face while this agreement was in force.

## **19. Disconnecting or cutting off the supply at a site**

Note: this clause 19 does not apply to deemed customers. (See clause 5 for an explanation of 'deemed customer'.)

19.1 We may disconnect or cut off the supply to the metering point if:

- you ask us to in writing and pay any charges you owe us;
- we need to for safety reasons, for the security of the electricity distribution network, or to meet the requirements of any law, regulation or industry agreement;
- you do not meet any of your responsibilities under this agreement;
- we have ended the agreement under clause 18 above; or
- the site has been demolished or substantially redeveloped.

19.2 We do not have to reconnect or restore your supply until you have:

- asked for this in writing;
- paid our costs and charges for disconnecting or cutting off your supply;
- paid our costs for reconnecting or restoring your supply;
- put right any problem to our reasonable satisfaction (if you have broken the terms and conditions of this agreement), including paying any amount you owe us;
- provided any security we have asked for; and
- given us any information we have asked for about a change in the owner or occupier of the site, to satisfy us that the circumstances relating to any change in owner or occupier are genuine and are not an attempt to avoid paying overdue charges.

19.3 You can ask us to reconnect or restore your supply as an emergency, and we will try do this as soon as possible. In this situation our charges for reconnecting or restoring the supply will be higher.

19.4 We will not be liable to you for any loss you may suffer as a result of any delay in reconnecting or restoring your supply.

## 20. Data protection

20.1 When you ask us to take over your supply, we will check the following records about you.

- a Our own records
- b Records held by credit reference agencies. When we check these records the agencies will place a note on your credit file.
- c Records held by fraud prevention agencies.

20.2 We may make checks through credit reference agencies and fraud prevention agencies at other times to manage your account with us.

20.3 If you are making a joint application, or you tell us that you have a partner or business associate, we will link your records together. So you must be sure that they agree to us

checking information about them. Credit reference agencies also link your records together, and these links will stay on your and their files until you or your partner agree with the credit reference agencies for them to remove that link.

- 20.4 We will send all the information you provide when asking for a supply to credit reference agencies, who will keep a record of the information. We will give credit reference agencies details of your electricity account and how you manage it. If you do not pay our charges in full and on time, credit reference agencies will keep a record of the debt. Credit reference agencies may give this information to other organisations for them to carry out similar checks, trace you or recover debts that you owe. These records will stay on your credit file for six years.
- 20.5 Credit reference agencies, regulators and fraud prevention agencies may share information that we give them about you and your account with other organisations and agencies so that they can carry out checks and deal with any debt you or your business have.
- 20.6 If you give us false or inaccurate information and we suspect or identify fraud, we will keep a record of this and may also pass this information to fraud protection agencies and other organisations involved in preventing crime and fraud.
- 20.7 If you do not make payments that you owe us, we will trace your whereabouts and recover the debts.
- 20.8 We may share information we hold about you with other organisations in order to:
- help prevent fraud;
  - keep to any legal or regulatory instructions;
  - supply the electricity you have asked for;
  - transfer information if we sell our business; or
  - transfer your debt to another organisation, and give them details about you and the debt if you do not pay what you owe us and we have made all reasonable efforts to get you to pay.
- 20.9 We may use your information for other purposes you agree to or, in very limited circumstances, purposes required by law or allowed under the Data Protection Act 1998.
- 20.10 We will only hold and use information about you for lawful and justifiable business purposes. These purposes may include (but are not limited to) the following.
- a Confirming your identity when you contact us
  - b Offering you new services or products provided by us, any parent company of ours, subsidiaries of Ovo Energy Ltd, and subsidiaries of any parent company of ours
  - c Asking you to help us improve our service by filling in our customer surveys or questionnaires
  - d Carrying out marketing (unless you have asked us not to use your information in this way) or market research, analysing statistics, testing systems, improving the way we manage accounts and analysing your account history

- e Analysing customers' behaviour so we can match our services to what our customers want
- f Helping us prevent fraud or loss

20.11 We may monitor and record any conversations we have with you in order to improve customer service, train our staff and settle complaints.

20.12 We may contact your previous supplier for information. This may be about your meter or electricity usage.

You can ask to see the personal information that we hold about you (this is known as making a 'subject access request'). You may do this by phoning us on 0800 358 3529, emailing [business@ovoenergy.com](mailto:business@ovoenergy.com), or by writing to:

**Ovo Energy for Business**  
40 St Thomas Street  
Bristol  
BS1 6JX

20.13 When we receive your subject access request we will send you a form to fill in, and you will have to pay a fee of £10. If you do not return the form or pay the £10 fee, we will not be able to deal with your request.

## 21. General

21.1 We may transfer any of our rights (including the right to recover unpaid charges) and responsibilities under the agreement, or pay another organisation to carry out any of our responsibilities under the agreement, without your permission. We can also subcontract any of our obligations under the agreement without your permission.

21.2 Your rights and duties under this agreement apply to you. You cannot transfer them to another person without our written permission.

21.3 If we have to give you notice under this agreement any notice sent by post will be considered to have been received two working days after it was sent. Notices sent by email or delivered by hand will apply immediately when they are sent or delivered.

21.4 Any notice or other communication you have to provide to us must be emailed to [business@ovoenergy.com](mailto:business@ovoenergy.com), or be delivered to, or sent by first-class post to:

**Ovo Energy for Business**  
40 St Thomas Street  
Bristol  
BS1 6JX

21.5 Unless this agreement says otherwise, any change to this agreement will only be valid if it is in writing and signed by both you and us.

21.6 If we meet our responsibilities under our licence to supply electricity or any other relevant laws, we will not break any of the terms and conditions of this agreement. Nothing in this agreement will affect our rights or powers under our licence to supply electricity or other relevant laws.

21.7 If we cannot enforce any clause in this agreement, this will not affect the other clauses.

- 21.8 This agreement will be governed by the laws of England and Wales. If there is any dispute, it will be dealt with by the courts of England and Wales.
- 21.9 Only you and we can enforce any of the clauses in this agreement, and we both agree that the Contract (Rights of Third Parties) Act 1999 does not apply to this agreement.
- 21.10 If any clause in this agreement is found to be illegal or cannot be enforced by any English or Welsh court, or under any act or rule of law, it will no longer form part of this agreement. This will not affect the other clauses.
- 21.11 This agreement is the entire agreement between you and us for supplying electricity to you. Except in cases of fraud, this agreement replaces any other statement or understanding you and we have agreed, unless this agreement states otherwise.

## 22. National Terms of Connection

- 22.1 If we supply you with electricity under this agreement, you are also entering into a standard connection agreement for your electricity with your local electricity distributor.
- 22.2 We are acting on behalf of your electricity distributor to make an agreement with you. The agreement is that you and your electricity distributor both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this agreement and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties for the connection where your electricity distributor delivers electricity to, or accepts electricity from, the site. If you want a copy of the NTC or have any questions about it, please write to:

Energy Networks Association  
6<sup>th</sup> Floor  
Dean Bradley House  
52 Horseferry Road  
London.



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[business@ovoenergy.com](mailto:business@ovoenergy.com)

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5:30pm And Fridays 9am to 5pm