



## Highland Electricity – Terms & Conditions

Last updated 12<sup>th</sup> September 2025.

Thank you for choosing Highland Electricity. These core terms and conditions explain how we'll supply electricity to your property and form part of your agreement with us. We'd encourage you to read them carefully.

They tell you who we are, how we'll supply your energy, how you need to pay, how you and we may change or end the contract, plus lots of other important information.

It's worth noting that certain energy tariffs, upgrades, or offers, come with extra terms and conditions, but we'll make sure you see these before you agree to the energy tariff, upgrade or offer. These extra terms will also form part of your contract with us.

We may update these terms from time to time, but the most up-to-date version will always be shown on our website. You can also call us on [0800 224 224](tel:0800224224) for a copy of them, plus any policies we may refer to in them.

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## 1. Definitions

Please refer to this section for our definitions of the terms used throughout this document.

**Contract** - the contract that's been agreed (or the deemed contract that's been made) between you and us for the supply of energy to your property. This is made up of:

- these terms and conditions.
- your Welcome Pack.
- any terms and conditions that apply to your energy tariff.
- any other terms and conditions that we agree with you.

**Contract start date** - the date your contract starts with us. See '**Contract start date**' section 3.1 for further details.

**Cooling off period** - the period of 14 calendar days from the day following your contract start date. During the cooling-off period you have a legal right to change your mind.

**Deemed contract** - this is when we supply energy to you without you actively agreeing to enter into a contract with us for that supply. See '**Contract start date**' section 3.2 for further details.

**Direct debit rules** - this means the rules for paying by Direct Debit as set out in section 7.11 '**Direct Debit rules**'.

**Electricity network operator** - the company that operates the local electricity distribution network (the cables and towers) that bring electricity to your property.

**Energy** - the electricity that we supply to your property under our contract.

**Energy tariff** - means one of our home energy tariffs. You can see a list of the energy tariffs we offer on our website [www.hIGHLANDELECTRICITY.CO.UK](http://www.hIGHLANDELECTRICITY.CO.UK).

**Energy tariff specific terms** - any extra terms and conditions specific to your energy tariff.

**Meter** - a meter (which may include an associated smart energy display unit, communications hub and ancillary equipment) that records the amount of energy you use.

**Welcome Pack** - the letter, email or other form of communication issued by us which outlines the details of your contract, including your energy tariff and charges. This will be issued shortly after you enter into a contract with us (or shortly after a deemed contract is made between you and us).

**Prepayment meter** - a meter which is used to pay for energy and other charges in advance. This may be either a prepayment meter or a smart meter that's set to prepayment mode.

**Property** - the building or space we supply energy to. That's usually your home but it could be a property you're responsible for (for example, if you have more than one property or if you're a landlord and are responsible for paying energy bills between tenancies).

**Upgrades and offers** - means any add-on, upgrade, discount, bundle or reward that we may offer and that relates to the energy we supply you.

**Variable energy tariff** - see [section 4.4 'What's a variable energy tariff?'](#) for more details.

**We/us** - refers to Highland Electricity Limited, our address is Affric House, Beechwood Business Park, Inverness, IV2 3BW.

**Working day** - any day except Saturday, Sunday and any bank holidays in the country your property is in (England, Wales or Scotland).

**You** - you are the person (or people) we've entered into or made the contract with. This may be the person (or people) who:

- signed up to take a supply from us; or
- is taking supply from us under a deemed contract.

## **2. Your contract with us**

**2.1** This contract is between you and us and covers the supply by us of energy to your property.

### **Your promises**

**2.2** By entering into this contract with us you agree that:

- You're 18 or over.
- You either own or live in the property.
- You're allowed to sign up to this contract.
- The property is connected to mains energy.
- You'll use the supply for domestic purposes only.

## **3. Joining us**

### **Contract start date**

**3.1** Your contract with us will start on the date:

- we agree over the phone that you would like us to supply you;
- when you sign your contract in front of one of our representatives;
- when you correctly fill in the form that we give you and we receive this form; or
- if applying online (either directly through our website, or via an online agent, or other third party website), when you click to agree that you accept these terms and conditions.

**3.2** If you haven't entered into a contract with us under any of the circumstances listed in [section 3.1](#) above, you can still be on what's known as a **deemed contract** which will start when:

- your lease starts (if you're the tenant of the property);
- you took ownership of the property (if you're the owner of the property);
- your tenant moves out of a property (if you're the landlord of the property); or
- you become responsible for a property we supply.

If you're on a deemed contract you'll be placed onto a **variable energy tariff**.

### Switching to us from another supplier

**3.3** When you switch to us from another supplier, you agree that:

- we're allowed to tell your existing supplier to end your contract with them and switch the supply of your energy to us; and
- you're responsible for all outstanding debt or other charges that you owe to your last supplier, unless we've expressly agreed to take on these amounts (in which case you'll have to pay us for them instead).

### Changing your mind – how to cancel

**3.4** If you enter into a contract with us via any of the methods described in [section 3.1](#), a cooling-off period automatically applies (whether you're a new or existing member). In that case you have 14 calendar days from your contract start date to tell us that you want to cancel it. This is your '**cooling-off**' period. This cooling-off period will expire after 14 calendar days from your contract start date. If you change your mind, tell us before the end of the cooling-off period and we'll take reasonable measures to stop your switch.

If you have chosen to start being supplied by us during your cooling-off period, then you will be responsible for all costs associated with the energy you use and any other services provided to you during your cooling-off period and you may be asked to make your first payment during this time. You will still be able to leave us during your cooling-off period without paying an early exit fee, but you will have to pay for the energy you have used and for any other services provided to you up until you arrange for a new supplier to supply the property and that supplier has started to supply the property.

**3.5** if:

- we currently supply the property and you cancel during the cooling off period; or
- if you've changed your mind during your cooling-off period but we aren't able to stop your switch,

We'll continue to supply and bill you for the energy you used under a deemed contract until you arrange for a new supplier to supply the property.

## **When we'll start supplying you**

**3.6** If we don't already supply energy to the property on your contract start date, we'll start supplying at the date agreed with you.

We'll write to you to tell you the date your supply will start.

## **Things we might do before we agree to supply you**

### **Run some credit checks**

**3.7** Before we agree to take on your supply, and sometimes during your contract, we may carry out a credit check on you. We do this for a number of reasons:

- to check that you can afford to pay your bills;
- to confirm your identity;
- to prevent crime, fraud and money laundering;
- to trace your whereabouts and recover debts that you owe;
- for any other purposes set out in our Privacy Policy.

Our credit checks will do a soft credit check on your credit history whether or not you join us. A soft credit check doesn't leave a visible footprint on your credit file, but it is recorded. This means no other parties can see it. A soft credit check won't impact your credit score, but, you'll be able to see if anyone has checked your credit history.

We may carry out credit checks on any person named as an account holder on your account. You must make sure that anyone named as an account holder knows that they may have to have a credit check.

Further details of the data used and who we share credit related data with can be found in our Privacy Policy which is available on our website.

## **Ask you to pay a security deposit**

### **What is a security deposit?**

**3.8** Sometimes we'll ask you to pay a reasonable amount upfront – a security deposit – before we agree to supply you. This deposit is used as security against payment for your energy and other charges you may incur. We may do this to protect us against losses that we could suffer if you fail to act in line with the terms of this contract.

If you're an existing member we can ask you to pay a security deposit at any time if it's reasonable for us to do so (for example, if you don't pay charges to us by the date they're due or if you steal energy).

## How much will you have to pay as a security deposit?

**3.9** The amount you pay as a security deposit will depend on your individual circumstances and the likely value of your regular bills.

We'll give you a reasonable time to pay your security deposit, but you'll have to pay it by the date we ask you to.

Your security deposit won't count towards your bill payments and will be held separately from your energy account (although we can use it to pay off any money you owe us if you fall behind with your payments, see [section 7.14 'What happens if you don't pay your bill?'](#)).

## Getting your security deposit back

**3.10** If you don't owe us any money it'll be returned to you at the end of your contract after we've sent you your final bill.

Extra terms and conditions may apply to any security deposit we ask for, but if so they'll be given to you when we ask for the security deposit.

## What if you refuse to pay a security deposit?

**3.11** If we ask for a security deposit and you don't pay it, we may be able to:

- refuse to supply energy to you; or
- cut off your energy until you pay the deposit in line with [section 16 'When we can stop supplying you'](#).

You may be able to pay using a prepayment meter, but we may need to make a change to your energy tariff or charges (or both), and you may need to pay a fee for installing the prepayment meter.

If you're switching to us from another supplier and we ask you to pay us a security deposit, we won't be able to continue with the switch until you've paid it. If you don't pay the security deposit within the timeframes we give you, the switch may be cancelled and you'll have to start the process again.

## 4. Our energy tariffs

**4.1** Your contract with us will either be for:

- a **fixed energy tariff**; or
- a **variable energy tariff**.

You can see a list of the energy tariffs we offer on our website at:

[www.highlandelectricity.co.uk/home-energy/our-tariffs](http://www.highlandelectricity.co.uk/home-energy/our-tariffs)

## What's a fixed energy tariff?

### 4.2 A fixed energy tariff means:

- you pay a fixed rate per unit and/or a fixed standing charge for the energy you use for a fixed length of time.
- if you're on a time of use energy tariff (which means you pay a different price for energy depending on the time of day), you'll have different unit rates depending on when you use your energy.

### Getting a fixed rate energy tariff doesn't mean you'll pay a fixed amount per month.

Your actual monthly charges can still change (for instance, you'll probably use more energy over winter than you will in summer, so your energy use goes up and down). It's helpful to think of unit rates like the price you pay for petrol. Even when the cost per litre stays the same, the amount of fuel you buy each time might change.

We will not increase the charges you pay under your contract whilst you are on a fixed tariff unless your contract changes. If you are on a fixed tariff, we may not allow you to change to another fixed tariff until your current contract ends, or we may charge you a fee to do so.

### What happens at the end of your fixed energy tariff?

#### 4.3 If your fixed energy tariff ends and you haven't asked us for a new energy tariff:

- we'll automatically transfer you to the cheapest variable energy tariff available for your meter type and payment method;
- you might pay higher unit prices and standing charges on a variable energy tariff and these could change at any time.
- If within 20 working days of the end of your fixed energy tariff you:
  - decide to leave us and your new supplier notifies us that you're switching and that switch takes place within a reasonable period; or
  - you enter into a new energy tariff with us,

we'll keep your charges the same until you switch to your new supplier or start your new energy tariff.

### What's a variable energy tariff?

#### 4.4 A variable energy tariff means:

- you pay a variable per unit rate and/or a variable standing charge for the energy you use;
- this means we might increase or decrease the prices you pay under a variable energy tariff. But we'll always give you notice (see Section 9 'Changing your contract')

- the energy tariff doesn't have an end date. Instead, it'll roll on until it's cancelled by either you or us in line with these terms;
- if you're on a time of use energy tariff (which means you pay a different price for energy depending on the time of day), you'll have different variable unit rates depending on the times you use your energy;
- you can cancel your contract with us anytime without paying an exit fee. See [section 10.4 'Exit Fees'](#).

## 5. Our charges

**5.1** 'Charges' describes the prices you'll need to pay us for supplying energy. Your charges will be set out in your bill. They're made up of:

- **A standing charge** – a daily charge that goes towards the cost of supplying energy to your address (a bit like line rental for your telephone or broadband). It includes the cost of the pipes and power lines, and maintenance of your meters. You pay your standing charge no matter how much energy you use – even if you have a smart meter; and
- **A per unit charge** – for the amount of energy you use measured in kilowatt hours (kWh). This per unit charge is based on meter readings or estimates – please see [sections 8.1-8.7 'Meter Readings'](#).

### What other charges might you have to pay?

**5.2** On top of the charges for your energy use, you may have to pay for other things which are not included in our energy supply charges, which can include costs arising from:

(a) any home visits we make to your home

- to inspect or work on your meter if you ask us to but there's no problem with it, including testing the accuracy of your meter;
- to disconnect or reconnect your supply either because you've asked us to or if the reason for doing it is your fault. For example, if you haven't paid your bills or if you've damaged the meter;
- to move your meter to a convenient position, unless the unsuitable position was our fault;
- to remove any obstructions that prevent safe access to your meter;
- where a new connection to the network is required, or where mains, pipes or other equipment needs to be installed, replaced, enlarged, extended or renewed in order to supply you;
- to carry out a meter reading if you haven't provided us with one;
- if you've failed to do what we've asked you to do to meet your responsibilities under your contract and we've offered or tried to contact you by letter, phone, or email;

(b) when you haven't kept an agreed appointment with us or our agents. If you make an appointment and can't keep it, you must let us know **24 hours before the appointment**, or you may have to pay a fee for the appointment;



(c) if you've been interfering with your meter, or stealing energy, costs we incur to visit the property and to get access to the property, for any work that we carry out to rectify the damage you have caused and for any stolen energy;

(d) if we're trying to retrieve money that you owe us, including:

- our reasonable administration costs;
- the cost of trying to contact you or visiting you;
- costs of any third party agents that we appoint to try and recover money owed to us;
- costs we incur in getting a warrant to enter your home, enforcing that warrant and installing a prepayment meter;
- the costs of tracing you if you've moved and not given us a forwarding address;
- bank charges we've paid as a result of any missed payments by you;
- any other costs to us in line with [section 7.14 'What happens if you don't pay your bill?'](#).

(e) leaving your contract early in line with [section 10.4 'Exit Fees'](#);

(f) sending paper copies of documents like bills or statements in line with [section 6.2 'Account management and communications'](#);

(g) charges for paying your bill late in line with [section 7.14 'What happens if you don't pay your bill?'](#);

(h) if you live in a recently built residential development, additional charges we have to pay for using the electricity network;

Each of the above may include the charges that our agents charge us in connection with these activities.

## Upgrades and offers

**5.3** We may from time-to-time offer:

- a discount on your charges;
- discounts for bundles (where another product or service is included on top of the supply of energy); and
- other upgrades, rewards and incentives.

We'll set out extra terms and conditions that relate to each upgrade or offer, so check these carefully. You may lose your upgrade or offer if you don't comply with them.

## Eligibility criteria for certain energy tariffs

**5.4** We may offer energy tariffs that are only available for customers who meet certain criteria. For example, we might offer energy tariffs that are only available to customers with smart meters. We'll set out the special conditions that apply to a tariff like this in its energy

tariff specific terms. By signing up to or switching to one of these energy tariffs, you're agreeing to comply with that tariff's specific terms.

## **6. Account management and communications**

**6.1** You agree to receive all communications from us electronically, including bills, price changes and other information about your account, and any other notices we need to send you. We may send this information to you via your online account dashboard or to your nominated email address. This includes documents relating to your core energy supply, such as changes to terms and conditions, bills and statements, price change and contract end notices and tariff information labels. You waive your rights to receive our communications by any other means.

This won't apply:

- where you're on the Priority Services Register ; or
- if we agree that digital communications are not appropriate to you due to circumstances beyond your control.

**6.2** Unless the exceptions above apply, we may charge you an administration fee for postal communications

**6.3** You agree to give us accurate personal details, including your nominated email address, and to keep these details up to date. You're responsible for the continued accuracy and validity of the email address you supply.

**6.4** We may occasionally still send mail to you by post, including follow-up correspondence for outstanding balances and other literature in line with our Privacy Policy. So please make sure you tell us of any changes to these details as soon as possible.

## **7. Paying us**

### **Agreeing to pay**

**7.1** You agree to pay us for the supply of energy and for any other fees that apply under our contract (including those in any extra conditions we've agreed with you). This includes any charges or debts you've built up which remain outstanding after your contract ends. You must pay all charges in full. Part payment will not release you from your obligation to pay any outstanding charges.

### **Other fees you might have to pay**

**7.2** You agree to pay us for other amounts that aren't included in your energy tariff. See [section 5.2 'What other charges might you have to pay?' for more details.](#)

## Taxes

**7.3** You agree to pay VAT and any other taxes or duties at the applicable rate. We may also charge you any amount that we have to include on your bill in line with government legislation.

## Bills and statements

**7.4** You'll receive a bill detailing how much you owe and how much energy you've used. It's based on actual meter readings – or our estimates.

**7.5** If, for any reason, your meter doesn't register any electricity used, you agree to pay the amount that we reasonably estimate you've used.

## How will you receive bills and statements?

**7.6** You agree to receive all communications from us electronically – see [section 6 'Account management and communications'](#). (This won't be the case if you're on the Priority Services Register or we've agreed to communicate with you by post in line with that section). We'll use reasonable efforts to send email notifications to you when new bills are available for you to view online but you'll remain liable for bills if those aren't received for any reason, including because your email inbox is full, it's been bounced by your firewall or spam filter, or your email address has been closed or is otherwise not operative.

More information on bills and statements can be found on our website.

## Estimated bills and statements

**7.7** When we produce your bill, we'll use a meter reading, if possible. If we don't have a meter reading for you, or the reading we have doesn't seem to be in line with what we would expect, we'll send you a bill based on an estimated amount. We calculate these using any data we have for your home energy use – or we'll use industry standard methods.

**7.8** You agree to pay the estimated amount. If you don't think our estimate is correct, you need to send us a meter reading along with a photograph. If, in our reasonable opinion, the meter reading you've given isn't accurate, we won't use it. We'll try to contact you and get a new meter reading instead.

If you send us an accurate meter read which shows us that estimates we used to prepare your bills may have been over or underestimated, we'll adjust your next bill to reflect that meter reading.

## When you need to pay

**7.9** Unless you pay via:

- Direct Debit in line with the **Direct Debit rules**;
- we have agreed a payment plan with you in line with [section 7.16 'Payment plans'](#),

then your payment is due on the payment due date shown on the bill, so you need to pay in full by that date.

If there's no due date on the bill, your payment is due when we bill you – but we'll give you 14 calendar days from the date the bill was issued to pay. **How you can pay**

**7.10** Payment methods that may be available are:

- Direct Debit, which means paying by **Direct Debit** monthly as agreed in your contract; standard credit, which means paying in arrears by cash, cheque, card (online) or postal order; or

But please note, your actual payment method will depend on the payment terms of:

- your energy tariff (which can be found in that tariff's specific terms); or
- any upgrade or offer that applies to you (which can be found in the relevant extra terms and conditions for that upgrade or offer).

## **Direct Debit rules**

**7.11** When you agree to pay us by Direct Debit you agree that:

- **correct amount** - you'll pay the amount due at the time set out in your Direct Debit instruction;
  - When you first join us, we calculate your monthly Direct Debit amount based on the information you provide for your quote. We estimate your annual energy costs using your tariff rates and divide this total into 12 equal monthly payments.
- **account in credit** – by paying for the supply in advance, this should help keep your energy account in credit;
- **failed Direct Debits** - you'll make sure there's enough money in your bank account so that the Direct Debit is successfully taken on the due date. If not, we may: (i) add any amounts owing to your Direct Debit the following month and/or (ii) need you to pay the outstanding amount by another means and/or (iii) add any bank fees that we're charged as a result of failed Direct Debits to your bill. Please note, you may also be charged by your bank for any failed Direct Debit.
- **Direct Debit review** - we can review your Direct Debit anytime during your contract to make sure you're paying enough to cover the energy you're using.
- We can ask you to increase your Direct Debit amount anytime if prices change (in line with this contract) or you're using more energy than we estimated. If you don't do this by the date we give you, we can automatically increase your Direct Debit to an amount that means your account won't end up in debt.
- We may reduce your Direct Debit if prices decrease (in line with this contract) or if you're using less energy than we've estimated. We'll only agree to reduce your Direct Debit payments if we have up-to-date meter readings along with a photograph for your account in line with [section 8 'Meter Readings'](#) and we're satisfied that your account won't end up in debt.

- If there are any changes to the amount, date or frequency of your Direct Debit we'll notify you in advance of your account being debited.
- We can stop your switch to another supplier if your account is in debt in line with [section 10.3 'Switching to a new supplier'](#). If you notify us that you wish to switch away, your last bill or statement will be deemed a 'demand for payment' and you will need to pay off the balance in order to switch.

### What happens if you don't comply with the Direct Debit rules

**7.12** If you've agreed to pay by Direct Debit but don't comply with the Direct Debit rules, we may:

- **bill you** - send you an ad hoc bill with the outstanding balance that's due for payment. You'll need to pay that bill in line with [section 7.9 'When you need to pay'](#).
- **remove your upgrades or offers** - remove your upgrade or offer.
- **change your plan** - transfer you to a different energy tariff that is appropriate to your payment method and meter type. We will transfer you to the non-Direct Debit version of our standard energy tariff. If we have to transfer you to a non-Direct Debit energy tariff:
  - your charges may be higher because:
    - the price per unit you pay for your energy and/or standing charges could be higher under the new energy tariff; and/or
    - you may also lose any discount, bundle or reward you previously received because you were paying by Direct Debit.
  - we'll give you at least 7 working days' notice if we're going to do this, so you have a chance to put things right.

### Which energy tariffs will we switch you to?

**7.13** Where we have the right to move you to a different energy tariff under this contract, we may move you to any suitable energy tariff provided by Highland Electricity Limited.

### What happens if you don't pay your bill?

**7.14** Please let us know if you're having difficulty paying your bill so we can try and help you. For example we may be able to tell you about alternative payment methods or plans, discuss your options for paying any debt, and provide energy-efficiency advice to help you use less energy. We will also be able to advise you of your options on seeking the help from other agencies that may be able to help you.

If you don't pay your bills or any other amounts owing under your contract by the payment due date, then we may:

- ask you to pay a security deposit (see [section 3.9 'Ask you to pay a security deposit'](#));
- install a prepayment meter in your property (or switch your smart meter to prepayment mode) and bill you to install the prepayment meter in line with our Charges List.

- This will involve moving you to a different energy tariff for prepayment meters, use any money we owe you, any security deposit you've paid to us, or any money you've paid into a different account you hold with us to pay off any money you owe us (even if that account is for a different property);
- add the amount of debt to your next bill;
- report any non-payment to credit referencing agencies which may affect your credit rating and/or fraud prevention agencies;
- we may 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. Interest will build up from the payment due date and continue until you pay the overdue amount, plus interest;
- bill you with additional costs incurred
  - change your payment method; This may involve moving you to a different energy tariff that allows for that payment type and may mean that you pay higher charges for your energy. It may also mean you no longer benefit from upgrades and offers that may apply for a specific payment method (for example, a Direct Debit).
- withdraw any upgrades or offers available to you;
- object to you transferring to another supplier until you've paid your account in full;
- change how often we send you bills;
- stop your supply if the circumstances mean that it isn't reasonable for us to carry on supplying you. For example, you've refused when we've asked you to either pay a security deposit, or have a prepayment meter installed;
- offer you a payment plan – see [section 7.16 'payment plans'](#) below;
- apply to the Department of Work and Pensions for payments towards your energy bills directly from your benefit payments under the 'Fuel Direct Scheme';
- engage the services of third party debt collection agencies in order to recover the debt;
- take action against you through the courts to recover the debt; and/or
- recover the costs we incur in trying to recover the money you owe us in line with [section 5.2 'What other charges might you have to pay?'](#)

## How we'll use the amounts you pay

**7.15** We'll use the amounts you pay us to pay off any charges you owe us as we see fit. For example, we may put the amounts you pay towards your oldest outstanding charges first or pay off any other costs you owe us (whether or not we continue to hold a licence which entitles us to supply energy to the property).

## Payment plans

**7.16** If you're in debt or having trouble paying your bill, we may agree a payment plan with you. This could either be a plan which:

- pays us an agreed amount which is lower than your actual bill for a specific period of time; or
- allows you to spread the money you owe us over a period of time and at a rate that should be affordable for you and taking into account relevant information provided by third parties that is available to us.

The following conditions will apply to any payment plan we agree with you:

- you'll agree to a payment plan to pay for your energy use;
- you can pay off the full amount you owe anytime before the payment plan ends;
- while you still owe us money under the payment plan you can't change supplier;
- if you move home, you'll have to pay us the full amount you still owe under the payment plan, unless you ask to transfer the amount over to your new address and we agree to continue to supply you. We may set up a new payment plan for your new address;
- if you fail to make any payment due under the payment plan, we can ask you to pay us the full amount straight away, pay us back faster, pay us in a different way, or take action against you through the courts to recover the debt (in addition to our other rights in [section 7.14 'What happens if you don't pay your bill?'](#));
- if we agree to let you pay less than the amount that's due to us for a period of time, this does not mean that we accept your payment in full and final settlement of the relevant amount. You're still responsible for paying the outstanding balance to us in line with the terms of the contract;
- we reserve the right to review the payment plan at regular intervals.

### Charges over 12 months old

**7.17** We won't bill you or seek to recover costs from you for energy we've supplied to you where those charges are over 12 months old, except where:

- we've previously issued a bill and are seeking payment for previously billed charges;
- you've acted unlawfully or unreasonably, including:
  - if you haven't allowed us to access your meter to take a meter reading and provide you with an accurate bill;
  - if you've stopped us from billing you the correct amount because of your obstructive behaviour. This includes giving us incorrect information – like contact details or meter readings;
  - if you've tampered with your meter;
  - if your meter isn't operating correctly and you won't let us fix it;
  - if you've unreasonably avoided payment;
- we've reason to believe that you've made any fraudulent payments (see [section 7.18 'fraud'](#) below);
- we're allowed to do so under any energy legislation and/or any regulation (including our Ofgem licences or any other agreements, authorisations and codes or procedures that relate to us supplying energy).

## Fraud

**7.18** If we reasonably believe you've taken any action which is fraudulent, including where you've:

- made a fraudulent payment to your account;
- benefited from a credit to your account, discount, interest payment or other reward as a result of a fraudulent transaction or any action which is not in line with these terms or any other terms and conditions which form part of your contract with us then:
  - we may debit your account with the amount that's been fraudulently credited or credited in error (including any processing fees charged by any payment merchant)
  - ask you to immediately repay such amount to us or, where appropriate, agree a payment plan with you; and/or
  - we may take any other steps we believe to be necessary including, but not limited to, removing any discount or reward applied to your account.

Where we believe that you've made a payment fraudulently (for example, you've made a payment to your account with a stolen debit or credit card) we'll pass on your details to the relevant authorities so that the matter may be investigated and any further action taken.

## What if you think your bill is wrong?

**7.19** If you think we've made a mistake on your bill, please get in touch to let us know as soon as possible and we'll look into it. In the meantime, you have to pay the amount we're charging you – even though you may disagree with it. If we've made a mistake we'll amend your bill. If we haven't, you'll still have to pay us the full amount owing. We may ask you to give us extra information so we can investigate – such as meter readings along with a photograph if you don't have a communicating smart meter.

## Our refund policy

**7.20** Sometimes, you might build up credit in your energy account. This might be because you've used less energy than expected. Or you might build up credit in the summer, when you're using less energy than in winter.

You can ask for a refund at any time, as long as your energy account meets the conditions below. There are some reasons to keep your account in credit – it's worth considering these before you request a refund:

- In summer, it's likely that your account will be in credit. This is to help cover your energy costs in winter, when you usually use more. Refunding this credit might mean you need to make a top-up payment in the winter, or your Direct Debit might increase.
- If you use more energy than expected, any credit will help reduce the need to increase your Direct Debit. It might also mean you don't need to make an unexpected top-up payment.



When can you get a refund?

The minimum refund amount you can request is £5. There are a few things that need to be checked before we can issue a refund. This is to help make sure the credit in your account still covers any upcoming payments.

- You need to have enough credit in your energy account to cover one Direct Debit payment +£5.
- Your account needs to be more than 90 days old.
- We need to have received at least 2 Direct Debit payments from the bank account we're refunding to.
- You can't have any other refund requests pending.

You need to have submitted a meter reading for your electricity in the last 28 days. If you have a smart meter, the reading will be submitted automatically.

We can use any refund amounts to pay off any money you owe to us even if it's under a different contract you have with us.

If you leave us and are due a refund, it'll be paid once we've received the meter readings from your new supplier and sent you your last bill.

## **8. Meters and access to your property**

### **Meter readings**

**8.1** Unless you have a functioning smart meter, you will need to provide us with a meter reading for your supply start date. This must be taken and provided to us, up to 5 days either side of your supply start date.

**8.2** Whenever you are submitting a meter reading (for your supply start date or your billing statements), we would advise taking a photograph of this reading to help avoid any disputes that may arise later on.

**8.3** To help make sure your bills are accurate, you must also give us a meter reading at least once every calendar quarter (unless you have a functioning smart meter to do it for you automatically). We may also ask you for (and you agree to give) meter readings more often if there's a reason that we need them.

**8.4** If you don't give us a meter reading, you agree to allow us (or our agents) to read your meter. If we have to read your meter, we can ask you to pay a reasonable charge for our (or our agents') time and expense.

**8.5** If you don't give us a meter reading and we can't take one, we'll estimate your meter reading.

**8.6** If you give us a meter reading, we'll use reasonable effort to make sure your next bill takes account of it.

**8.7** If, in our reasonable opinion, the meter reading you've given isn't accurate, we won't use it. We'll try to contact you and get a new meter reading instead along with a photograph where possible. If we can't get a new one, we can estimate your meter reading.

**8.8** See [section 14](#) for extra conditions which apply if you have a smart meter.

### **Providing a meter**

**8.9** We will normally provide you with a meter, however, you can only choose to fit your own electricity meter when you have obtained our approval to do so. If you provide your own electricity meter at your property, it must be approved by the National Measurement Office. If you do fit your own electricity meter you will be responsible for any faults or damage to it and any related equipment, such as the meter box.

**8.10** Unless you've chosen to fit your own meter (in which case you own the meter), a service provider (like a meter asset owner or the electricity network operator) owns your meter, even when it's installed at your property.

**8.11** We may ask you to change your meter before we supply you if necessary, in order to be able to supply you and we have no right to make those changes for you. In that case you'll need to arrange for this (at your own cost) before we can begin supplying you.

**8.12** Your local electricity distributor is responsible for all the wiring and equipment up to your meter. We're not responsible for these, nor for their safety. You're then responsible for all the wiring and equipment that are on the Property side of your meter.

**8.13** You're also responsible for how the meter is housed, including any external meter boxes (as well as their doors and covers). We're not responsible for these, nor for their safety.

**8.14** Extra Terms and conditions apply if you have a smart meter – see section 14 'Extra terms if you have a smart meter'.

### **Damage to your meter**

**8.15** You're responsible for making sure that your meter is not lost, stolen, damaged, or tampered with.

**8.16** If you don't, you'll have to pay for any reasonable costs incurred by us (or a third party that we've instructed) to visit your property and work on the meter.

**8.17** If you discover any damage, fault, tampering or other issue with your meter, you must tell us immediately.

**8.18** If you've chosen to fit your own meter, we're not responsible for any faults or other issues with it.

**8.19** If you and we disagree about the accuracy of the readings taken from your meter, we'll arrange for the meter to be inspected and tested. If the meter is found to be accurate, the cost of the inspection and testing will be paid by whoever believed it wasn't accurate.

### **Access to your property**

**8.20** To make sure your meter works safely and correctly; we'll sometimes need access to your property. You agree to let us (and anyone working on our behalf), and the electricity network operator – companies that own the pipes and wires – into your property at reasonable times for any of the following reasons:

- for anything to do with your energy supply or the meter or wires. That includes reading a meter, as well as inspecting, repairing, swapping, testing, installing, isolating or removing the meter. It also includes changing the settings on a meter, or stopping your supply;
- so we can inspect or test a meter or connection that we don't own or provide. We will charge a fee for this
- any other purpose that's allowed or necessary in line with any industry regulations that apply; or
- if there's an emergency, or risk to life or property.

**8.21** You have to make sure that access to the property is safe and we (or our agents) can get at your meter. If there's any obstruction, we may need to abort the visit or make you remove it at your own cost.

### **Charges in relation to meters**

**8.22** You agree to pay our and our agents reasonable costs in connection with installing, moving, removing, inspecting, replacing or repairing your meter (regardless of whether the meter has been supplied by you, a previous supplier, or us).

**8.23** We won't charge you where any damage or fault to your meter was caused by something we've done or failed to do.

**8.24** If you don't let us (or our agents) have access to your meter, we can ask you to pay for the reasonable cost of us (or our agents) getting access, including the cost of a warrant.

### **Time of use meters**

**8.25** Time of use meters (for time of use energy tariffs) supply electricity at different prices at certain times and/or for a set number of hours each day. You should regularly check the time clock on your meter (where applicable) to make sure you're saving money by using 'off-peak' electricity. Just get in touch with us if you need help to check these times.

## 9. Changing your contract

### When we can make changes to your contract

**9.1** We can make changes to your contract anytime, including changing our pricing and payment methods. If we make changes, we'll make a copy of any new terms and conditions available on our website. Please check this page regularly to review updated terms. The date these terms were last updated is at the bottom of this page. Any changes will take effect from the date that we publish them on our website. If you don't have access to our website you can ask for a copy of our latest terms by getting in touch.

### Changes that put you at a disadvantage

**9.2** If we make changes to your contract which put you at a disadvantage (including where we increase our prices), then we'll give you reasonable notice in an appropriate form to let you know about the change (reasonable notice being enough time for you to avoid the proposed change if you want to).

**9.3** If you don't agree with the changes we're making under clause 9.2, you can:

- switch to another energy tariff with us as long as you cancel your contract with us and move to a new energy tariff within 20 working days of the change or price rise coming into effect; or
- switch to another supplier, as long as your new supplier notifies us of this within 20 days working days of the change or price rising coming into effect. Your new supplier must start to supply you with electricity reasonably soon after this.

You won't have to pay a termination fee for switching energy tariff or supplier in these 2 scenarios.

If you switch to another supplier because of a change we have made to our terms, which has put you at a disadvantage, but still owe us money, we can object to the switch. If you want to switch away, you must pay all the money you owe. If you don't pay all the money you owe within 30 working days from the day we told you we have objected to your switch, and don't switch away, the changes will apply to you (including where we increased our prices).

**9.4** Clause 9.2 and 9.3 won't apply to you if:

- the change or price rise is as a result of changing the way you pay, for example if you stop complying with the Direct Debit rules;
- we increase the cost of any additional charges payable
- we automatically move you onto another energy tariff in line with these terms;
- we withdraw or change any upgrade or offer
- we increase the amount of VAT you pay or an amount we're required by law to include on your bill;
- we supply energy to you under a deemed contract;
- we make changes to the contract if we're required to do so by Ofgem.

If any of the above apply, we'll give you notice, but you can't avoid the change.

## Agreeing changes with you

**9.5** On top of our right to change your contract (as explained in clauses 9.1 and 9.2 above), we can agree changes to your contract with you anytime. It could be you or us who asks for those changes.

- If we want to agree any changes with you, we'll let you know what they are.
- If we ask you to agree changes to the contract, we'll only make those changes if you tell us you agree to them. If we tell you about a change we'd like to agree and we don't hear back from you in a reasonable time, then we won't make the change.
- If we agree a change in your contract, we'll write to or email you to confirm it as soon as possible.

## 10. Leaving us

### How you can end your contract with us

#### Moving house

**10.1** If you're moving house and want us to keep supplying you at your new property, let us know. We'll set up a new contract for your new property, which will take effect in line with [section 3 'Joining us'](#). Although please note that your charges may differ for various reasons, for example your geographical location or meter types.

Otherwise you can end your contract with us if you're moving house and you don't want us to supply energy at your new property.

**10.2** You need to tell us at least 2 working days before you move out. If you do that, your contract will end on the date you move out, unless you still own your property on that date and no-one else has taken responsibility for it.

If you don't give us at least 2 working days notice, your contract will continue until the earlier of:

- 2 working days after you tell us you've moved out (and give us any evidence we may reasonably ask for); or
- when someone else takes over responsibility for the energy.

This means if you delay in telling us about your move, you'll have to pay for any energy used after you moved out (including any standing charges that have accrued).

If you're moving house you must give us details of your new address so we can send you your final bill. If you don't give us your new address and we have to pay costs to trace you, we may add these costs to your final bill.

## Switching to a new supplier

**10.3** If you're switching to a new supplier you don't have to tell us – your new supplier will tell us on your behalf. We may give your new supplier any relevant details to help with the transfer. But we can object to any proposed switch in certain circumstances:

- if you owe us any money we can stop your switch to another supplier. This includes where you have been paying by Direct Debit but your account is in debt. When we receive payment for the outstanding money that you owe us, you'll be free to start a new switch. (So as well as paying this money, you'll need to get in touch with your new supplier to make sure that they'll register you as their customer). Our contract will continue until you've paid us all outstanding charges and your new supplier is properly authorised or registered to supply energy to you.
- we can also stop you switching to another supplier for certain other reasons that are allowed under industry regulations. This includes, for example, where you or a supplier has asked to switch by mistake.

## Exit fees

**10.4** On some energy tariffs you may have to pay an exit fee if you cancel your energy tariff before the fixed term expires. We'll always let you know if an exit fee applies and these will be detailed in the terms for the relevant energy tariff or in your Welcome Pack.

You won't have to pay an exit fee if:

- you cancel your energy tariff during your cooling-off period;
- you cancel your energy tariff because you've moved house and you've taken us to your new property.
- you complete a switch to another supplier anytime after the earlier of:
  - we give you your statement of renewal; or
  - 49 days before the fixed plan is due to end,

(unless you've already entered into a contract with us for a new fixed-term energy tariff);

- you're leaving us because you don't agree with changes to your energy tariff under [section 9.3 'Changes that put you at a disadvantage'](#);
- you're on a variable energy tariff.

## 11. Our rights to end your contract

### When we can end your contract

**11.1** We can end your contract immediately if:

- we move you onto another energy tariff in line with these terms;
- you do something which we consider is a serious breach of the terms of your contract with us, for example if you tamper with your meter, make a fraudulent payment, give us false or misleading information which results in us suffering loss or damage;

- your behaviour or conduct is unreasonable;
- you're using energy other than for the purpose for which we agreed to supply it;
- we're no longer able to supply you with energy, for example if we lose our licence;
- Ofgem asks another company to supply your energy;
- you end your contract with us under [section 10.1 'Moving house'](#) or [10.3 'Switching to a new supplier'](#);
- you've failed to pay for your energy, cannot pay your debts, or have failed a credit check
- for any reason anytime prior to the supply start date (and you'll be notified in writing if we do so).

We can end your contract with us for any other reason anytime but we have to give you 28 calendar days' notice of our intention to do so.

## 12. What happens when your contract ends

### Final meter reads

**12.1** When the contract ends, we may ask you to provide final meter readings. If you don't give us an accurate final meter reading and we don't receive final meter readings from another source (for example, from your new energy supplier), we'll be entitled to estimate your final meter readings. We may also charge you for the difference in the charges between the meter reading you gave (or that we estimated) and the next meter reading that we take or receive for the property.

### Final bills

**12.2** We'll do everything we reasonably can to send you your final bill within 6 weeks of your contract ending. You'll need to pay that bill in line with [section 7.9 'When you need to pay'](#).

### What if you owe us money after switching away

**12.3** Ending the contract will not affect any rights and responsibilities you had before the contract ended. This means that you're still responsible for paying any outstanding balance to us in line with the terms of the contract. And if we find out that some of the bills we've sent you were wrong after you've left us (for example if you didn't give a final meter reading) then once we've received the extra information, we'll send you a corrected final bill as soon as possible. You must pay that corrected final bill in line with [section 12.2 'Final bills'](#). For the avoidance of doubt, ending the contract will not affect any rights and responsibilities you had before the contract ended and these will continue to apply even if we no longer hold a licence which entitles us to supply energy to your Property.

### What if there's money still in your energy account?

**12.4** Once we've had your final meter readings from your new supplier and we have produced your final bill, we'll send your refund. It'll be paid into the bank account you used for your Direct Debit payments, usually within 10 working days of us sending your final statement.

**12.5** All refunds will be made in line with our [Refund Policy within these terms and conditions](#). You should contact us if you think your refund is wrong.

The exception to this is if you owe us money. In that case we can use any money on your account to pay off any amounts you owe us, even if they're under a different contract. For example, if you have more than one electricity account with us and you owe money on one of them, we'll use any money left in your electricity account to pay it off.

We also won't pay you the money back if we can't get in touch with you or too much time passes (as described in [section 12.6 'Where we won't have to pay money back'](#)).

### **Where we won't have to pay money back**

**12.6** We won't have to pay you this money back if:

- we've already made a reasonable effort to pay you the money as set out in our [Refund Policy within these terms and conditions](#) and at least 12 months have passed since we told you the final amount we owe you;
- we can't send you the money we owe because you haven't given us a forwarding address and we've been unable to find you and at least 12 months have passed since the contract ended.

### **Your payment obligations continue**

**12.7** This section 12 will still apply after your contract ends and we've sent you a final bill.

## **13. Switching from a Prepay to Credit Meter**

**13.1** If you have a prepayment meter and want to switch to Highland Electricity, you must ensure that your existing supplier changes your meter to credit mode, if available (many smart meters offer this functionality), before applying to us.

## **14. Extra terms if you have a smart meter**

### **How do smart meters work?**

**14.1** The smart meter will record information about your energy use.

If you have a smart meter and it's working and communicating correctly with our systems, we may use your smart meter to manage your energy supply remotely, without visiting your property. That could include reading, repairing or updating your smart meter, disconnecting your supply (in the circumstances we've set out in your contract) or monitoring the energy you use.

We may also receive information about how your smart meter is working (for example, if it has any faults or has been tampered with) and other details that help us manage your account. By having a smart meter installed, or if you have a smart meter installed in your property, you're agreeing to let us do this.



If another supplier installed your smart meter, you or we may not be able to use all of its functions.

### **Agreeing to share smart meter information**

**14.2** If you have a smart meter and it's working and communicating correctly with our systems, you'll no longer have to give us meter readings because we will receive these automatically from your smart meter. In some cases (for example, if your smart meter fails or "drops off" the network and stops sending us your meter readings) you may still need to submit readings, or we may have to estimate some of your bills. You agree to enable your smart meter to send us smart meter readings for as long as we supply your energy.

### **Using your smart meter information**

**14.3** Our privacy policy describes how we'll use your data. This includes for:

- producing accurate bills;
- industry settlement (the industry process for charging energy suppliers for the difference between how much energy they purchase, and how much their customers actually use);
- purchasing energy (with a much more accurate picture of consumption and demand, we can match our energy purchases to actual demand);
- give you energy-saving insights and actions as a result of your energy use;
- to give you information about products or services that may be of interest to you;
- research and analysis, creating statistics and testing computer systems;
- to allow us to keep to our responsibilities or to exercise our rights under the contract and under any industry regulations.

You agree that our rights under the contract apply as well as our other rights under any industry regulations in connection with any smart meter installed at the property.

### **Choose how often you share your smart meter readings**

**14.4** When you join us, change your tariff or get a smart meter, your smart meter will automatically be set to send us readings at particular times (e.g. half-hourly) but you can change this and choose how often you want to send us readings at any time by getting in touch with us. Please see our Privacy Policy for more details about how we receive data from your smart meter.

You should note that some of our energy tariffs, upgrades or offers may require you to choose a specific frequency of meter reads (such as half hourly) - and you may not be able to take advantage of those energy tariffs, upgrades or offers if you select less regular readings. If specific meter reading requirements apply to your energy tariff, upgrade or offer, we'll make sure you see the extra terms before you agree to that energy tariff, upgrade or offer. Please check these extra terms carefully - as you may lose (or not get the full benefit of) that energy tariff, upgrade or offer if you don't give meter readings as often as we need.

We may also occasionally take more frequent meter readings where we have reasonable grounds to do so (for example, suspected theft, to help with accurate billing).

### **In-home display**

**14.5** The smart display will allow you to see the amount of energy you're using and give an indicative cost of it – as you use it. But the costs shown on the smart display may not exactly match up to the amounts that appear on your bill. This is because it won't account for VAT, any upgrades, offers, or rewards or any additional charges you might have to pay (like missed appointments).

### **Who owns the smart meter and display unit?**

**14.6** Both the smart meter and display unit belong to us (or our service providers).

**14.7** The display unit is linked to the smart meter in your property. It won't work with another smart meter. If you move house, you must leave the display unit behind.

### **Looking after your smart meter and display unit**

**14.8** You must take reasonable care not to damage or interfere with the display unit. If you break it, you'll have to pay for us (or our agents) to come to your property and repair it or pay for a replacement if necessary.

**14.9** You must tell us straight away if:

- the smart meter or display unit gets damaged or stops working properly;
- you think that the smart meter or display unit has been tampered with; or
- anything happens to the display unit or smart meter that might prevent us from being able to read your meter (for example, if you're having building work done and you have to move it or put it in a box) or it has "dropped off" the network so it is no longer able to communicate with us.

### **Switching away**

**14.10** If you subsequently cease to take energy from us, then you may not be able to use all or any of the smart meter functions.

### **Can you get a smart meter?**

**14.11** Not all Highland Electricity customers will be able to have smart meters. We may not be able to install smart meters in your property for practical or technical reasons. This includes whether or not we're currently installing smart meters in your area and whether or not your property is suitable (for example, meters won't be installed if there is anything blocking access to the meter(s)).

## 15. Extra terms if you take an upgrade or offer

**15.1** We may from time to time offer upgrades and offers. We'll set out extra terms and conditions that relate to that upgrade or offer, so please check these carefully. You may need to check that you're eligible. By signing up to one of our upgrades or offers, you're agreeing to comply with the relevant extra terms.

## 16. When we can stop supplying you

**16.1** We can refuse to supply you, suspend or disconnect your supply for the following reasons:

- if you or we have ended the contract, in line with its terms;
- if there's an emergency, or risk to life or property;
- if your behaviour or conduct is unreasonable;
- if your supply has been stopped either by us, the network operator or another supplier, and the terms of our licences mean that we don't have to reconnect you or continue to supply you. For example, if you've tampered with your meter;
- if you haven't paid your bills despite us sending you several reminders;
- if we're prevented from supplying your energy due to circumstances beyond our reasonable control;
- if Ofgem or the network operator tell us to stop supplying you, or any law relating to the supply of energy says we can legally stop supplying you. That includes our licences as well as any other agreements, authorisations, codes and procedures to do with us supplying energy;
- if you've refused when we've asked you to pay a security deposit

**16.2** If anything you've done or failed to do something which has caused your energy supply to be disconnected, stopped or changed, you may have to pay a reasonable charge to restore your supply.

## 17. Complaints

**17.1** We guarantee certain standards relating to appointments we make with you and metering problems you may have. The service levels we are obliged to meet, and the compensation arrangements which apply, if these are not met are set out in the Ofgem Guaranteed Standards of Performance (GSOP).

**17.2** We hope that you're always happy with the service you receive from us, but if you're not and you want to make a complaint, you can follow our complaints procedure here [www.hIGHLANDELECTRICITY.CO.UK/help/our-complaints-process](http://www.hIGHLANDELECTRICITY.CO.UK/help/our-complaints-process)

**17.3** If after contacting us, we have not resolved all your issues then you may be able to refer your complaint to the Ombudsman Services: Energy ([ombudsman-services.org/energy](http://ombudsman-services.org/energy)). It's a free and impartial service that sorts out disputes between energy companies and customers. See our complaints procedure for more details on when and how you can get in touch with the Ombudsman.

## 18. National terms of connection

**18.1** If we supply you with electricity under this agreement you're also entering into a standard connection agreement with your local electricity network operator.

**18.2** We're acting on behalf of your electricity network operator. The agreement is that you and your electricity network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this Contract and it affects your legal rights. The NTC is a legal agreement which sets out rights and duties in relation to the connection where your electricity network operator delivers electricity to, or accepts electricity from. 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, or phone 0207 706 5137, or see the website at [www.connectionterms.org.uk](http://www.connectionterms.org.uk).

## 19. General terms

### Our responsibility to you for loss or damage

**19.1** If you suffer any loss or damage as a direct result of something we've done, our liability to you will be limited to £10,000 in any calendar year for each unconnected event that we are directly responsible for, or £10,000 in total for any connected series of events that we are directly responsible for, and which has caused you loss or damage.

**19.2** We are not liable (responsible) for any:

- financial loss or damage, such as lost profit, wasted expenses, income, business, opportunity, contracts or goodwill;
- any losses that are not our fault, or that we could not have reasonably expected when we entered into this contract;
- loss that you suffer under any contract or other relationship with any other person.

**19.3** We don't exclude any liability for anything that we aren't allowed to exclude by law, including death and personal injury.

**19.4** If our Electricity network provider causes you loss, we'll only be liable to you for an amount equal to the maximum amount we're able to reclaim from them.

### How we use your data

**19.5** We need to collect certain information about you in order to supply you with energy and manage your account. We take the protection of your personal data very seriously and want you to feel comfortable with how it's used. We'll use your personal data in line with our Privacy Policy on our website.

## Violence and aggression

**19.6** We'll always do our best to help you but we don't tolerate violence, physical aggression or abuse (written or verbal) towards our staff or agents. If it happens, we can take legal action or report it to the police.

## Transferring your rights and responsibilities under the contract

**19.7** We can transfer any of our rights or obligations under this contract without your permission. That person will be our successor and will take on the rights and responsibilities of this contract as if they had originally taken out the contract with you. We will be released from all of our responsibilities under the contract and from then on you will deal with the successor. This may include an insolvency practitioner appointed to manage an administration. You must not transfer your rights or obligations under this contract to anyone without our permission.

## Notices

**19.8** If we need to give you a notice for any reason in connection with this contract, we may deliver it by hand or using the postal address and/or email address that you've most recently given us, or via your online account dashboard:

- if we post a notice to you, it'll be assumed to have been delivered 2 working days after it was posted; and
- if we deliver a notice to you by hand or by via your online account dashboard or to your nominated email address, 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).

## Other things to know about this contract

**19.9** We can enforce any of our rights under this contract even if there's a delay in doing so, for example, if there's a delay in us making a demand for any money you owe us.

**19.10** The clauses in this contract all apply separately so if any court or authority, for example Ofgem, tells us that a certain clause is unenforceable, the rest of the contract will still apply.

**19.11** The laws of Scotland apply to this Contract as appropriate to the location of the premises. If the location of the premises is in England and Wales, then the laws of England and Wales shall apply.