# Energy Supply Terms & Conditions September 2024





We want your relationship with Ebico Living & Rebel Energy to be the best you've had with an energy provider. Relationships work best when everyone knows where they stand. For us, that means any information you need should be easy to find and easy to understand.

Our terms and conditions set out the contractual basis of the relationship between you, the customer, and us, Rebel Energy Supply Limited, for the supply of gas and/or electricity to your property under our partnership with Ebico Trading Limited (Ebico Living).

To help you find the information you need quickly, we have split our terms and conditions into three documents that work together. They are:

- 1. your tariff information label;
- 2. the specific terms; and
- 3. the terms and conditions set out in this document covering:
  - a. how your relationship with us will work, when it starts and when it will end;
  - b. what we will do and what you can expect from us as your supplier;
  - c. what we need you to do and what we expect from you as our customer; and
  - d. what happens on the rare occasion that something goes wrong.

#### How to read our terms and conditions

We want our terms and conditions to be straightforward and easy to understand in plain English. To keep things as simple as possible, we have given some words and phrases particular meanings. All the particular meanings are set out in the glossary on the last page of this document.

A good example is what we mean by "we" and "you". In our terms and conditions:

- "we" are Rebel Energy. Rebel Energy is a trading name used by Rebel Energy Supply
  Limited to supply electricity and gas under licences granted by the energy regulator,
  Ofgem. You'll find our company registration numbers, registered office addresses and
  day-to-day contact details in the key information section. References to "us" and "our"
  also mean Rebel Energy; and
- "you" are our customer(s), being the individual(s) named as 'the customer' in your energy account. References to "your" also mean you as our customer.

Other than "we", "us", "our", "you" and "your", you'll know when a word or phrase has a particular meaning in this document because it will be highlighted in bold.

Where our terms and conditions include general statements followed by phrases such as "including" or "for example" (or similar), the listed items are illustrative only and do not limit the wider meaning of the original statement.

# What to expect during our relationship:

Like any relationship, you will expect things of us and we will expect things of you. Important expectations are listed on this page. The list is not exhaustive and you must still read our terms and conditions in full.

We will:	You will:	
Do our best to switch your supply to us within 21 days after your cooling off period ends	Provide the information we need promptly	
Tell you about the charges and terms that apply to the energy you use and how our charges are calculated	Provide opening readings from the meters at the property	
Measure the energy you use through meters at the property	<ul> <li>Provide monthly readings from the meters at the property</li> </ul>	
Charge you for the energy you use at the agreed rates (using actual meter readings wherever possible)	Pay a deposit if we ask for one	
<ul> <li>Collect your direct debit and other payments and apply these to your account</li> </ul>	Pay your bills on time by direct debit unless we ask you to pay another way	
Send you an annual statement of your energy use of the prior year	Take care of your metering equipment and any other equipment or devices we provide	
<ul> <li>Tell you at least 30 days before making any changes that make the terms of our relationship less favourable to you</li> <li>Tell you at least 42 days before transferring you to a new tariff</li> </ul>	Tell us promptly if there is a problem with your meter, your metering equipment or any devices we have provided	
Tell you if we have cheaper deals     available	Let us and our agents access the property to read or work on the meters	
Tell you when your current Tariff is ending and what will happen next	Tell us if your financial circumstances change or you are struggling to pay what you owe us	
Try to help you if you are struggling to pay what you owe us	Tell us if you are planning to leave the property	
Keep your information safe and only use it in line with our privacy policy		

•	Do our best to resolve complaints fairly	
	and quickly	
•	Try to refund any money we owe you	
	promptly after our relationship has	
	ended	
We	will NOT:	You will NOT:
•	Switch off your energy supply during	Tamper with, remove or damage
	winter if you are vulnerable	meters, metering equipment or other
•	Charge you for energy you used more	devices we have provided
	than 12 months ago (except in certain	
	limited circumstances)	
•	Stop you from switching to another	
	supplier or make you pay a termination	
	fee without a good reason.	

# 1. Joining Ebico Living

#### The start of your relationship with us

- 1.1. Your relationship with Rebel Energy & Ebico Living will start in one of two ways. Either:
  - 1.1.1. you ask us to switch your energy supply from another supplier; or
  - 1.1.2. you start using energy in a property we already supply.
- 1.2. You must make a note of the readings on your electricity and gas meters at the start of our relationship and give them to us when we ask for them.

#### **Switching to Ebico Living**

- 1.3. You can ask us to switch your energy supply from another supplier by phone, email or by applying online through our website. Our relationship with you will start when we receive your completed request and our terms and conditions will apply from that point.
- 1.4. After we have received your completed request:
  - 1.4.1. we will ask you for the information we need to start the switching process and you will give us that information as soon as you can; and
  - 1.4.2. we will use the information you provide to perform a credit reference check and may ask you to pay us a deposit before we set up your account with us.
- 1.5. We are only able to switch your energy supply to us if:
  - 1.5.1. you own, live in or are responsible for paying the bills for the **property** you want us to supply;
  - 1.5.2. the **property** is in Great Britain and connected to mains electricity or mains gas (or both); and
  - 1.5.3. no green deal payments are linked to the property.

If one or more of these things is incorrect or we discover that we cannot supply you for any reason we will let you know and our relationship will end at that point.

- 1.6. If you change your mind about switching to us, email us at <a href="mailto:cancellations@living.ebico.org.uk">cancellations@living.ebico.org.uk</a> within 14 days of asking us to switch your energy supply (this is your cooling off period). Once you have notified Ebico Living of your intention to cancel you will need to:
  - 1.6.1.1. Request your original supplier to retake your supply or
  - 1.6.1.2. Request a new supplier to take your supply
- 1.7. Once your cooling off period has ended and we have all the information we need from you and any deposit (if we ask for one), we will contact your existing supplier on your behalf to start the switching process.
- 1.8. We will tell you what date we expect to become your supplier and do our best to switch your energy supply to us within 5 days after your cooling off period ends or within 5 days of receiving your request to switch if you have agreed to start the switch in the cooling off period. Switching will be stopped if your existing supplier objects or if we need more

- information from you to make sure that the right supply is registered with us and we can't readily get that information anywhere else. We will update you if your switch is delayed for any reason. If we need more information from you, we will ask you for it and you will give us that information as soon as you can.
- 1.9. Once we are registered as your energy supplier at the property, we will ask you for initial readings from your electricity and gas meters. If you don't give us the readings we need and we cannot obtain one from your smart meter (if you have one), we will estimate your initial readings based on the historic use of energy at the property or, if historic information is not available, based on our reasonable estimate of energy used at the property.
- 1.10. If we supply you with both electricity and gas at the property, we will treat you as a dualfuel customer from the date we became your supplier for both fuels.

#### If there are problems switching your supply

- 1.11. Your existing supplier may block our request to switch your energy supply to us. If that happens, we will tell you. You will do your best to resolve their objection and keep us updated. Once you tell us that your existing supplier's objection has been resolved, we will attempt to start the switching process again. We will try to switch your energy supply to us a maximum of three times.
- 1.12. If:
- 1.12.1. we do not hear from you within14 days of telling you that your existing supplier has blocked a request to switch your energy supply to us; or
- 1.12.2. your existing supplier blocks our request three times,

we will not contact your existing supplier again and our relationship with you will end. If we received a deposit from you, we will try to return it to you by refunding it to the same bank account you made the payment from.

#### Using energy in a property we already supply

- 1.13. If you start using energy in a property we already supply and you have not agreed a tariff with us (for example if you have recently moved in or you are a landlord and your tenants have moved out):
  - 1.13.1. our relationship will start when you start using energy at the property, our terms and conditions will apply to our relationship from that point and we treat you as a deemed customer;
  - 1.13.2. **if you don't give us** meter readings and we cannot obtain readings from your smart meter (if you have one), we will estimate your usage based on the historic use of energy at the property or, if historic information is not available, based on our reasonable estimate of energy used at the property;
  - 1.13.3. you must pay for energy you use and the amounts we charge you will be based on our Deemed Tariff Rates (which are published on our website);

- 1.13.4. we will write to you at the property to tell you about any specific terms that apply to you as a deemed customer; and
- 1.13.5. you can arrange for another supplier to switch your energy supply to them at any time (there is no need to tell us).
- 1.14. If you decide to switch to another supplier, our relationship with you will end on the date your supply switches to them but you must still pay us for energy you used while we were your supplier.

# 2. Meters, metering equipment, access to the property and connecting to the electricity network

- 2.1. We will only supply energy to you through meters that meet the requirements specified by Ofgem and have been installed in a suitable location for us or our agents to access them safely.
- 2.2. If you do not have suitable meters at the property or your meters are not installed in suitable locations, we will make arrangements on your behalf to provide or relocate the meters and metering equipment. If we decide that a new connection, new meters or new metering equipment are necessary, we will tell you what you must do to prepare the property for the installation and whether there will be any cost to you. We will not charge you for relocating a meter if it is our fault that it was installed in an unsuitable location. If you do not agree to the installation or relocation or if it is not possible to arrange or complete the installation of a suitable meter and metering equipment within a reasonable time of our relationship starting, we may end our relationship by giving you not less than 28 days' prior notice.
- 2.3. If you do not have smart meters at the property and would like to have them installed, you can register your interest with **Ebico Living's** customer services team on 0800 464 3550 or at energy@living.ebico.org.uk. We will publish information about our roadmap for installing smart meters and when we expect installations to commence. We will contact you when we are in a position to arrange an appointment for an engineer to visit the property and install the smart meter(s) and your choice of either an in-home display or consumer access device. We will provide more information about the options available to you when arranging your installation appointment. We will not charge you for replacing a traditional meter with a smart meter or for the first in-home display we provide with a new smart meter. We will confirm availability and pricing for consumer access devices with you when arranging your installation appointment.
- 2.4. You do not own the meters, any of the metering equipment, any in-home display or any consumer access device (whether provided by us or another supplier) connected to the supply of energy at the property. Nonetheless, you must take reasonable care to make sure that they are not damaged, tampered or interfered with.

- 2.5. You must tell us immediately if any meter or metering equipment, in-home display or consumer access device:
  - 2.5.1. has been damaged;
  - 2.5.2. has developed a fault or is not working properly or is broken; or
  - 2.5.3. has been tampered or interfered with,

or if anything else has happened that might stop us from reading your meter(s). If we reasonably believe that you (or someone on your behalf) has damaged, tampered or interfered with a meter or metering equipment, in-home display or consumer access device, we may charge you for an engineer to visit the property, carrying out repairs and/or providing and installing replacements.

- 2.6. During our relationship, you must allow us, our agents, the gas transporter and/or the network operator safe access to the property, the meter and the metering equipment (including any in-home display or consumer access device):
  - 2.6.1. at all reasonable times for any reason that relates to your electricity or gas supply (or both) or the meter, metering equipment, in-home display or consumer access device, including to read, inspect, repair, swap, test, install, isolate, remove or change the settings on any of them or to stop your supply; and
  - 2.6.2. at any time in an emergency or if we need to visit for any other reason and we are legally entitled to do so.
- 2.7. If we supply you with electricity at the property, you accept that the National Terms of Connection (NTC) will apply. The NTC is a separate legal agreement we are obliged to enter into with you on behalf of your local electricity network operator. You can obtain a copy of the NTC from (or send questions about it to): Energy Networks Association, 6th floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF. Phone: O2O7 7O6 5137 (connectionterms.co.uk). The NTC only applies to the supply of electricity to the property. There is no similar agreement for the supply of gas.

#### Measuring the energy you use

- 2.8. The energy you use will be measured through the meters at the property.
- 2.9. If you have a traditional meter (or a smart meter operating in traditional mode):
  - 2.9.1. you must give us reading from the meters at least once a month;
  - 2.9.2. if we think there is a problem with a reading you give us, we will tell you and ask you to provide another one, supported by a photo from the meter;
  - 2.9.3. we will arrange for someone to take **meter** readings at the **property** at least once a year; and
  - 2.9.4. we will arrange with you for smart meters to be installed at the property (where it is feasible to do so) in line with the timelines set out by Ofgem and the UK government.
- 2.10. If you have a smart meter and we are able to access its functionality and readings remotely:

- 2.10.1. we may use the smart meter(s) to manage your energy supply, including reading, repairing or updating your smart meter, switching it from credit to prepayment mode, disconnecting your supply (in the circumstances we've set out in our terms and conditions) or monitoring the energy you use; and
- 2.10.2. the smart meter will record information about your energy use at the property during each half-hour period and we will agree with you how frequently we collect readings from the smart meter (every half-hour, daily or monthly) for the purposes of preparing your monthly statements.
- 2.11. If another supplier installed the smart meter, we may not be able to access it or use all of its functionality. We will do our best to tell you which (if any) of the smart meter's functions will be available at the start of our relationship and which (if any) we expect to become available at a later date.

# 3. Prices, charges and changes

#### Information about prices and tariffs

- 3.1. We will set out the prices you will pay for electricity or gas (or both) and whether you have selected a fixed-rate tariff or a variable-rate tariff in your tariff information label. Unless the tariff information label says otherwise, our prices for electricity and gas are made up of:
  - 3.1.1. a standing charge; and
  - 3.1.2. a unit rate.

A standing charge is an amount we apply to your bill every day. It goes towards meeting the fixed costs we incur for supplying energy to the property (for example, network charges and metering costs). You are responsible for paying the standing charges even if you do not use any electricity or gas (or both) at the property.

A unit rate is a charge for the amount of electricity or gas (or both) you use. It is worked out in pence per kilowatt hour based on the usage recorded by your meter(s). Gas meters do not record your usage in pence per kilowatt hour so we need to convert their readings to produce your bill. The way we work this out is set out on the back of your statements.

Our prices include costs for providing meters, metering equipment, in-home displays and/or consumer access devices, meter reading (either in person or retrieving data electronically from a smart meter), the generation, distribution and transmission of electricity and the shipping and transportation of gas, data processing, billing and general management of your account(s). The price you pay for electricity and/or gas can vary depending where you live. Your tariff information label will include information about your regional energy area.

If we need to work out your charges in a particular way for your specific tariff, we will set that out in your specific terms.

## **Other charges**

- 3.2. We may also charge you for our reasonable costs that are not set out in your tariff information label. These may include:
  - 3.2.1. costs for installing meters and/or metering equipment where a new connection is required;
  - 3.2.2. costs for moving your meter(s) to a suitable position (unless it was our fault that the original position of the meter(s) is unsuitable);
  - 3.2.3. costs for inspecting or working on your meter(s) or metering equipment when you ask us to but there is no problem with it;
  - 3.2.4. costs for repairing or replacing your meter(s) or metering equipment because you have damaged, tampered or interfered with it;
  - 3.2.5. costs for visiting the property to stop, disconnect or reconnect your supply if you ask us to, or if the reason for doing this was your fault (such as damage to a meter or metering equipment that you caused);
  - 3.2.6. costs for recovering money you owe us (including our reasonable administration costs and costs that we incur in asking you to pay us the money you owe);
  - 3.2.7. charges for providing additional copies of some documentation; and
  - 3.2.8. charges for providing you with replacement prepayment meter cards, prepayment meter keys and/or payment cards.

Details of these additional charges can be provided upon request.

3.3. VAT is payable on all of our prices and other charges.

#### Changes to prices, tariffs and other terms and conditions

- 3.4. We can change our tariffs and our terms and conditions at any time, including to reflect changes to applicable law, regulations or the terms of our licences.
- 3.5. If you have selected a fixed-rate tariff:
  - 3.5.1. we will not withdraw or change the prices or specific terms of your fixed-rate tariff before your fixed-rate tariff ends;
  - 3.5.2. we will not extend the fixed-rate period applicable to the fixed-rate tariff without your express permission; and
  - 3.5.3. we will write to you between 42 and 49 days before your fixed-rate tariff is due to end (in line with the specific terms for that tariff) to tell you that your fixed-rate tariff is ending and to set out details of the cheapest similar variable-rate

- tariff available under our partnership with Ebico Living which you will automatically move onto if you neither:
- 3.5.3.1. select a new fixed-rate tariff or variable-rate tariff with us via Ebico Living; nor
- 3.5.3.2. switch to another supplier.

Your specific terms will also set out what will happen if you switch to another supplier within 20 days after the end of your fixed-rate tariff. When we tell you about the tariff you will automatically move on to, we will also give a comparison showing the differences from the current position, the main reasons for the change and your personal projection showing how much we expect the change will cost you, based on your annual usage information.

- 3.6. We may change the prices of our variable-rate tariffs at any time, taking into account factors such as wholesale market conditions and/or any action, order, the price-cap or decisions by any governmental, regulatory, statutory or licensing authority. The prices of our variable-rate tariffs may go up or down. If you have selected or been transferred onto a variable-rate tariff and we are going to increase the prices of that variable-rate tariff, we will tell you at least 30 days before the change is due to take effect. When we change our prices or charges, we may need to estimate your meter readings to work out the amount of energy you will pay for at the previous price and the amount you will pay for at the new price.
- 3.7. If we withdraw the tariff, you are currently on, we will tell you and provide you with the principal terms of the tariff we propose to transfer you on to at least 42 days before the transfer is due to take effect.
- 3.8. For any other change to our terms and conditions, if the change would be detrimental to you, we will tell you in writing at least 30 days before the change takes effect and provide you with a comparison showing the differences from the current position, the main reasons for the change and your personal projection showing how much we expect the change will cost you, based on your annual usage information.
- 3.9. If you don't want to accept a change, the proposed transfer at the end of your fixed-rate tariff or the tariff we propose to move you on to when we withdraw your tariff, you can avoid it by:
  - 3.9.1. switching to a different tariff with us as long as you do so by no later than 20 days after the date on which the change or proposed transfer to the new tariff is due to take effect; or
  - 3.9.2. ending your relationship with us by switching to another supplier as long as:
    - 3.9.2.1. you arrange for another supplier to supply your electricity or gas (or both) and your new supplier contacts us to start the switching process by no later than 20 days after the date on which the change or proposed transfer to the new tariff is due to take effect; and
    - 3.9.2.2. within 30 working days of us telling you that we may stop you switching to another supplier because you owe us money, you have paid any money that you owe us; and

- 3.9.2.3. your new supplier becomes responsible for supplying electricity or gas (or both) to the property within a reasonable time after we receive the switching notice from them and/or you have paid the amounts you owe us.
- 3.10. If we propose to vary your tariff by mutual agreement with you where the effect of that variation would be to extend any applicable fixed period, increase the prices or charges you would pay or otherwise be disadvantageous to you, we will:
  - 3.10.1. tell you that we are seeking to agree a mutual variation with you and explain why;
  - 3.10.2. give you at least 30 days' notice before we would like the change to take effect:
  - 3.10.3. provide you with a comparison showing the differences from the current position, the main reasons for the proposed change and your personal projection showing how much we expect the change will cost you, based on your annual usage information; and
  - 3.10.4. remind you that you do not have to agree to the proposed mutual variation.

If you agree to such a mutual variation, we will send you written confirmation of that agreement and a reminder of the effect of the agreed variation(s) to your tariff within 5 working days.

Other changes to your relationship with us

- 3.11. If someone else becomes jointly responsible with you for paying for the energy supply at the property, we can include them within our relationship and add them as a responsible person on the account(s) as long as they give us express permission to do so.
- 3.12. If one of the people responsible for paying for the energy supply and named on the account(s) with us is moving out but others will remain at the property, you can ask us to remove the person who is leaving. Before agreeing to make that change, we may perform a new assessment of your personal circumstances to understand your ability to pay for the energy we think you will use (and other charges you may incur) and decide which payment method is suitable for you. Based on our assessment, we may ask you to pay in a certain way, pay a deposit or to use a certain type of meter (for example, a prepayment meter).
- 3.13. If you move house and we agree to continue to supply energy at your new property, we can change the names or details of the property on your account with your permission and (where applicable) the permission of other people named (or to be named) as responsible on the account(s).

# Paying your bill

## Your obligation to pay

3.14. You must pay for the energy you use and for other charges which apply.

3.15. Any person named on the account as a customer is responsible for paying amounts due under our terms and conditions. If multiple people are named as a customer on the account(s) for the property, we may claim any money owed to us from one or all of them.

#### Knowing how much you need to pay

- 3.16. You'll receive a statement every month (unless we agree a different frequency with you) showing the amount of energy you have used and how much you need to pay for it. If we have up to date, reliable readings from your meters, we will do our best to use them to calculate your statements. We may need to estimate your usage where we do not have actual meter readings for some or all of the period covered by the statement. Where this is the case, we will show that on the statement.
- 3.17. Each statement will contain the following information:
  - 3.17.1. the exact name(s), tariff type and payment method for your electricity or gas supply (or both);
  - 3.17.2. your annual usage information;
  - 3.17.3. your personal projection; and
  - 3.17.4. details of the cheapest relevant and cheapest alternative tariff that we offer which may be available to you and the annual savings that could be available to you if you switch to that tariff.
- 3.18. If we discover (for example on receipt of an actual meter reading) that you have used more (or less) energy than reflected in your statements or that other charges (such as standing charges) have been omitted from your statements, we will update the balance on your account and reflect that in future statements. If you have used more energy than shown in your previous statements or if standing charges have been omitted from previous statements, we will only add the cost of energy you have used and/or any omitted standing charges for the last 12 months. We will not add charges for energy you used more than 12 months ago or standing charges relating to a period more than 12 month ago to your statements unless the reason we did not know about it sooner is that you behaved in an obstructive or manifestly unreasonable way.
- 3.19. In addition to regular (usually monthly) statements, we will also send you an annual statement. The annual statement will reflect the information shown in the regular statements showing the amount of energy you have used over the year, the amount you have paid over the year and the balance on your account, as well as details of the charges, discounts and additional charges that apply to your tariff.

# Paying for Energy you have used

3.20. We and/or Ebico Living will assess your personal circumstances to understand your ability to pay for the energy you use and decide which payment method is suitable for you. We will perform a credit check with a licensed credit reference agency when you switch to us and also consider any other information we hold about you to inform our

- assessment. During your relationship with us, we will also review the payment history on your account(s) with us. Based on our assessments, we may ask you to pay in a certain way, pay a deposit or to use a certain type of meter (for example, a prepayment meter).
- 3.21. Unless you already pay through a prepayment meter or are changing to a prepayment meter, we may ask you to pay us a deposit at the start of your relationship with us or at any other time we think it is reasonable to do so, for example based on your credit score, payment history with us, to cover any charges we think you are likely to incur or if you are changing to a different payment method. If we need you to pay a deposit, we will tell you:
  - 3.21.1. the amount we need you to pay:
  - 3.21.2. when you need to pay it by;
  - 3.21.3. how we will hold it:
  - 3.21.4. when we will use it:
  - 3.21.5. how and when we will repay it to you; and
  - 3.21.6. what will happen if you do not pay it on time.
- 3.22. If you have paid us a deposit on any account you have with us, we can use that deposit to settle any amounts that are overdue under our terms and conditions or under any other relationship you have with us.
- 3.23. If you pay by direct debit, we'll do our best to estimate how much energy you are likely to use over the next 12 months and what that is likely to cost. We will use that figure to estimate how much you need to pay each month. The amount of energy you use is likely to be higher in the winter than in the summer so it is normal for the balance of your account to fluctuate between debit (a negative balance) and credit (a positive balance). We will regularly review the amount of your direct debit so that it reflects your annual energy usage. If we need to change the amount you pay by direct debit, we will tell you in writing at least 10 days (plus postage time) beforehand. We may offer you a discount for paying by direct debit. If a discount applies, we will tell you the amount of the discount and how it has been applied to your account in your regular statements. We reserve the right to change, stop or withdraw direct debit discounts at any time.
- 3.24. If you do not pay by direct debit or through a prepayment meter, you must pay the full amount owing to us (as shown as on your monthly statement) within 14 days of the date of that statement. If you genuinely think the amount on your statement is not correct, you must tell us without delay and you must still pay any amount that you do not dispute.
- 3.25. We will decide how we use money you pay us against any amounts you owe us. For example:
  - 3.25.1. if we owe you money on any account, we can use that money to settle amounts you owe us under our terms and conditions;
  - 3.25.2. we may use your payments to:
    - 3.25.2.1. pay off your oldest debts first (including amounts you owed us under previous relationships);
    - 3.25.2.2. pay off amounts you owed to your old supplier that are transferred to us when you switch; and/or
    - 3.25.2.3. settle any additional charges you incur under our terms and conditions.

#### What happens if you don't pay

- 3.26. If you do not pay amounts you owe us on time we can:
  - 3.26.1. report overdue amounts to licensed credit reference agencies;
  - 3.26.2. start charging you interest at 3% a year above the Bank of England current base rate from the date which is 28 days after the date on the relevant statement:
  - 3.26.3. tell you to change your payment method;
  - 3.26.4. tell you to pay us a deposit;
  - 3.26.5. ask you to agree a payment plan with us to settle the overdue amount;
  - 3.26.6. change your meter to a prepayment meter;
  - 3.26.7. ask a licensed debt collector to recover sums on our behalf; and/or
  - 3.26.8. take legal action to recover unpaid amounts.
- 3.27. If we incur additional costs to recover or attempt to recover money that you owe us (including the costs of debt collectors, legal and court fees and the costs of installing a pre-payment meter), you may also be liable to reimburse those costs to us in addition to paying the overdue amount and interest.

#### What happens if you can't pay

3.28. If you're having difficulty paying you must tell us as soon as possible. We'll discuss suitable payment options with you and do our best to find a solution that works for you and for us. We will also help you get in touch with consumer organisations who may be able to help you.

# 4. Monitoring and managing your Energy usage with smart meters and connected equipment

4.1. This section 6 only applies to customers whose energy usage is measured through smart meters that are not operating in traditional mode.

## In-home displays and apps

4.2. The in-home display or app connected to your smart meter will allow you to view the approximate cost of the energy you're using as you use it, but it will not match up exactly with the information we provide in your monthly statement. There may be a number of reasons for this, including that readings on an in-home display or app may not:

- 4.2.1. reflect any discounts that apply;
- 4.2.2. immediately reflect payments you have made;
- 4.2.3. take into account any amounts we may owe you (for example in respect of missed appointments); or
- 4.2.4. take into account any other charges you may incur under our terms and conditions or any applicable VAT.
- 4.3. Certain advanced functionality, analysis of and insight into your energy usage may require data to be collected from your smart meter as frequently as every 10 seconds. If we are able to offer this advanced functionality to you we will tell you and seek your prior consent before any data from your smart meter is captured more frequently than once every half-hour.

#### How we use smart meters

- 4.4. We may collect, monitor and use information from your smart meter for as long as we supply you with energy. We will only use the information from your smart meter for purposes related to your energy supply and usage, for example:
  - 4.4.1. to prepare and send statements;
  - 4.4.2. to monitor your **energy** use (including, for example, to help us to detect or prevent any fraud or theft);
  - 4.4.3. to allow us to provide you with data, analysis, and insights about your energy usage;
  - 4.4.4. to make suggestions about ways you could use less energy or reduce the cost of the energy you use by changing the time of day that you use it;
  - 4.4.5. to carry out research and analysis, create statistics and test computer systems;
  - 4.4.6. to monitor how your smart meter and metering equipment is performing, repair or update the smart meter, in-home display, consumer access device or any related systems;
  - 4.4.7. to switch the smart meter from/to a credit meter from/to a prepayment meter in any circumstances where we are entitled to do so under our terms and conditions or under industry regulations, or if we have otherwise agreed with you that we will do so (in each case as long as it is safe and reasonably practical for you to use a prepayment meter);
  - 4.4.8. to disconnect or discontinue the supply of energy to the property in any circumstances where we can do so under our terms and conditions or under industry regulations;
  - 4.4.9. to allow us to meet our responsibilities or to exercise our rights under our terms and conditions and under any industry regulations; or
  - 4.4.10. to take part in government-approved or mandated trials.
- 4.5. We will not use the information from your smart meter to sell you products or services unless you give us permission to do so.

# 5. Complaints, independent advice and investigations

#### Making a complaint

5.1. We'll do our best to get things right for you during our relationship. If you think something has gone wrong, you're not satisfied with the service we are providing or you disagree with any statement(s) we have issued and you want to make a complaint for any other reason, you can contact us on 0800 028 6699 or by emailing us at complaints@living.ebico.org.uk. Both we and Ebico Living take all disputes and complaints very seriously and will handle them in line with the complaints procedure published on our websites at <a href="https://living.ebico.org.uk">www.rebelenergy.com</a> and <a href="https://living.ebico.org.uk">https://living.ebico.org.uk</a>. If you want us to send you a copy, please tell us and we will do so.

#### **Independent Advice**

5.2. Citizens Advice Consumer Service provides free and independent advice to help you with issues related to your energy supply, getting a better deal, reducing your energy bills and resolving complaints. They also publish a helpful 'Know Your Rights' leaflet which can be found on our website at www.rebelenergy.com. You can contact the Citizens Advice Consumer Service at any time during our relationship. To find out more visit citizensadvice.org.uk/energy or call the Citizens Advice helpline on 0808 223 1133.

#### **Independent investigations**

- 5.3. If you have followed all the steps in our complaints procedures but:
  - 5.3.1. we have not been able to resolve your complaint to your satisfaction within 8 weeks; or
  - 5.3.2. we have sent you our final response about your complaint and you remain dissatisfied,

you can ask Ombudsman Services: Energy to complete an independent investigation of your complaint at no cost to you. Decisions made by Ombudsman Services: Energy are binding on us. To find out more visit: ombudsman-services.org/energy or call their helpline on 0330 440 1624.

# 6. Switching to a new supplier and ending our relationship

#### **General**

- 6.1. You can end your relationship with us:
  - 6.1.1. by telling us or Ebico Living you no longer wish to switch to us within the 14-day cooling off period;
  - 6.1.2. by paying all amounts you owe us (including any applicable early termination fees) and switching to a new supplier; or
  - 6.1.3. by telling us to disconnect your electricity or gas (or both) because you no longer need it or them.
- 6.2. We can end our relationship with you immediately if:
  - 6.2.1. you break any of these terms or condition and we think this is serious (for example, if you tamper with a meter);
  - 6.2.2. we no longer have the relevant licences to be able to supply energy to the property; and/or
  - 6.2.3. Ofgem tells another supplier to supply electricity or gas (or both) to you at the property.
- 6.3. Whatever the reason for the relationship between you and us ending, neither of us will lose any rights we already have under our terms and conditions (for example, to claim any money that is owed).
- 6.4. We can stop you from switching to another supplier if you owe us money. If we do this, we will write to you as soon as we can to explain why and the steps that you can take to remove our objection. We will also explain how you can challenge our decision if you disagree with the reasons we have provided.
- 6.5. If you have selected a fixed-rate tariff and you try to complete a switch to another supplier before the fixed-rate tariff has ended, you may have to pay an early termination fee. We will set out details of the amount of applicable early termination fees in the specific terms for the tariff you have selected.
- 6.6. You will not have to pay an early termination fee if:
  - 6.6.1. you are a deemed customer;
  - 6.6.2. your tariff is a variable-rate tariff;
  - 6.6.3. your tariff is a fixed-rate tariff and you tell us that you want to switch to another supplier where that switch will or would take effect after we have written to you to tell you that your fixed-rate tariff is ending under clause 4.5;
  - 6.6.4. we transferred you from one fixed-rate tariff to another fixed-rate tariff without your express agreement when your original fixed-rate tariff ended; or
  - 6.6.5. you complete a switch to another supplier at any time after we give you notice that the fixed-rate tariff is ending.

- 6.7. If the property is supplied through prepayment meters and the amount you owe us is more than £20 but less than £500, your new supplier may agree to settle your account with us and transfer your debt to them so that you pay it to them under your new relationship. If your new supplier does not agree to this, we can stop you switching until the outstanding amounts have been settled.
- 6.8. If the property is supplied through smart meter(s), you can continue to use the smart meter(s), in-home display or consumer access device with your new supplier and you do not need to return them to us. However, your new supplier may not be able to provide all the same functionality and you should ask them to confirm which functions (if any) they are able to support.

#### **Moving house**

- 6.9. If you are moving house and you want us to continue to supply electricity or gas (or both) at your new property, you should tell us as soon as you are able as we may be able to transfer your tariff to your new address. If we agree a transfer with you, the prices you will pay for your energy supply may change (even if you have selected a fixed-rate tariff due to regional variations in our prices or different metering at the new property. We will inform you of any changes in prices as part of agreeing a transfer with you.
- 6.10. If you are moving house and do not want us to continue to supply electricity or gas (or both) at your new property you can usually end our relationship on the day you move out as long as you tell us at least 2 working days beforehand. If you will still own the property after you move out, our relationship will continue and you will still be responsible for paying us for the Energy supply at the property until:
  - 6.10.1. someone else owns the property:
  - 6.10.2. someone else moves in and starts using energy at the property; or
  - 6.10.3. you switch the **energy** supply at the **property** to another supplier,

(whichever happens first).

If you do not tell us at least 2 working days before you move out but you do not own the property, our relationship will end on the earlier of:

- 6.10.4. 2 working days after you told us you were moving out; and
- 6.10.5. someone else starting to use energy at the property.
- 6.11. When you move out you must leave the meters, metering equipment, in-home display or consumer access device at the property even if we have agreed that you can transfer an existing tariff to your new address.

## Final meter readings

6.12. Whether you are ending your relationship with us (for example because you are switching to a new supplier or because you are moving out of the property and will no longer own or be responsible for it) or we are ending our relationship with you for any of the reasons set out in our terms and conditions, you must give us accurate readings from the

- meter(s) on the day that our relationship ends (unless you have a smart meter in which case we will try to take the readings we need electronically).
- 6.13. If you do not provide accurate readings from the meter(s), we think there is a problem with a reading you have provided or we have not received a reliable reading from the smart meter(s), we will estimate your final meter readings.

#### Final bills and balances

- 6.14. We will prepare and send you final statements for your energy supply accounts using the actual or estimated final meter readings.
- 6.15. If you owe us money, you must pay the outstanding amount in full no later than 28 days after the date of the statement on which that amount appears.
- 6.16. If we find out after our relationship with you has ended that any of the statements we sent you were not accurate (for example, if you did not give us an actual final meter reading and we later receive one from your new supplier, the new occupant of the property, a meter reader or someone else), we will send you a revised final statement reflecting the updated position. In some circumstances, it may be necessary for us to send you more than one revised final statement (for example if we become aware of new information that needs to be reflected in your final statement after it, or any revision of it, has been produced). If a revised final statement shows that you owe us money, you must pay this amount in full no later than 28 days after the date of the statement on which that amount appears.
- 6.17. If you genuinely disagree that you owe the amounts shown in a final **statement** or a revised final **statement**, you must tell us straight away.
- 6.18. If a final statement or revised final statement shows that you have money left on your account with us, we may use this to settle any other amounts you may owe us under any other arrangement or relationship we have with you. If there are no such amounts or there is still money left over on your account once those amounts have been settled, we will tell you by email (if we have your address) and by writing to the last address we have on file for you and we will make a reasonable effort to return the money to you. If we have made a reasonable effort to contact you and return the money but have been unable to (for example because you have not given us a forwarding address or you do not respond to our communications) and 12 months has passed since we first wrote to tell you about the balance on your account, we will not have to pay you the money.

# 7. Stopping your Energy supply

- 7.1. We will only stop your energy supply if it is lawful for us to do so.
- 7.2. We may refuse to supply the **property**, stop or reduce your supply or tell you to stop using your supply in any of the following circumstances:

- 7.2.1. the supplier you want to leave blocks our request to switch to us the supply of electricity or gas (or both) to the property;
- 7.2.2. there is an emergency which affects your electricity or gas supply (or both), for example a gas leak at the property;
- 7.2.3. we are not satisfied with the way your metering is set up, for example if we or our agents cannot access the meter(s) safely to obtain readings and you prevent us from moving the meter(s) to a suitable location;
- 7.2.4. you have refused to pay a deposit we have asked for or you have refused to have a prepayment meter installed at the property;
- 7.2.5. It is not reasonable for us to continue to supply you, for example, where you do not pay for the energy you have used;
- 7.2.6. we, the gas transporter, the network operator or another supplier has stopped your supply and we are not required to reconnect or continue your supply under the terms of our licences and we decide not to do so (for example, if you have damaged, interfered or tampered with your meter or metering equipment);
- 7.2.7. Ofgem, the gas transporter and/or the network operator tells us to stop supplying the property under any applicable legislation or regulation (including our licences and/or any other industry agreements, authorisations and codes or procedures that relate to us supplying electricity or gas); or
- 7.2.8. something we have no control over prevents us from supplying the **property** and, despite having taken reasonable steps to continue to supply you, we have been unable to resolve the obstacle.
- 7.3. If we decide to stop supplying you because you have not paid for energy you have used, refused to pay a deposit we have asked for or refused our request to install a prepayment meter, we will tell you at least 7 days before we switch off your supply.
- 7.4. Before we make a decision to stop your energy supply (for any reason), we will do our best to find out whether anyone living at the Property is a vulnerable person and take that information into account. We will not stop your energy supply over the winter months (October to March) if we are satisfied that a vulnerable person lives at the property.

# 8. Other important terms and conditions for our relationship

#### **Your Personal Information**

8.1. We're committed to protecting your personal information and data. We may process information which can personally identify you for the purposes of supplying you with gas or electricity (or both), providing related products and services and administering your accounts with us. A full explanation of how we manage your personal data can be found at www.rebelenergy.com/privacy-policy/. If you would like us to send you a copy, please let

us know at <a href="help@rebelenergy.com">help@rebelenergy.com</a>. We update our privacy policy from time to time and the latest version is always on our website. If we make any changes to our policy which materially and adversely affect you, we will tell you.

#### Information Ebico Living holds about you

8.2. We will pass your personal information to Ebico Living who will use it for the purposes specified in the Ebico Living's privacy policy which can be found on the Ebico's website under <a href="https://ebico.org.uk/privacy-policy/">https://ebico.org.uk/privacy-policy/</a>, which may include contacting you by post and phone with information about other services and products offered by Ebico Living. If you no longer have an account with us, or if you don't receive our services anymore, Ebico Living can still keep your information so they can let you know about services and offers from other companies that Ebico Living believe you might be interested in. Ebico Living will only keep your information for a reasonable length of time and after that they will dispose of it securely. You may opt-out from receiving marketing messages from Ebico Living by contacting us or Ebico Living and providing your account details.

#### **Contacting us**

- 8.3. You can or contact us by email, phone letter as follows. Any notices served under this contract need to be in writing.
  - Address: Bedford Heights Business Centre, Brickhill Drive, Bedford, MK41
     7PH
  - Email: energy@living.ebico.org.uk
  - Telephone: 0800 464 3550

#### **Contacting you**

8.4. Unless we specifically state in your contract that we will communicate with you in writing or are otherwise required or choose to do so, any communication that we send you under this contract will be via email. You can ask us to communicate with you another way by emailing us at energy@living.ebico.org.uk or calling us on 0800 464 3550.

#### **Deemed service of notices**

8.5. Any letters sent under this contract will be deemed to have been received 2 working days after the date that the letter was posted. Any emails will be deemed to have been received the working day after it was sent, provided that the sender does not receive an undeliverable/email returned notification.

#### **Transfers and assignments**

- 8.6. You cannot transfer any of your rights or obligations under our terms and conditions or any other part of your relationship with us to another person without our written permission.
- 8.7. We can transfer or assign all or any of our rights or obligations under our terms and conditions and our relationship with you to another supplier without your permission as long as they have obtained all the licences and approvals from Ofgem or other regulatory authorities to lawfully supply energy to the property. If we do this, from the date of such transfer and/or assignment:
  - 8.7.1. the other supplier will acquire the rights under and assume the obligations set out in our terms and conditions and any other parts of our relationship that are relevant as if it had been the original party to the relationship with you;
  - 8.7.2. you will deal with that supplier in respect of the rights and obligations we have assigned and transferred to them;
  - 8.7.3. we will be released from all of our obligations to you under our terms and conditions and in respect of our relationship to the extent we have assigned and/or transferred them to the other supplier; and
  - 8.7.4. your rights to end the relationship (as set out in our terms and conditions) will not be affected.
- 8.8. We may also assign and transfer any or all of our rights to receive or collect money from you to any third party without your permission. If we do this, we will tell you and you must deal with that third party in respect of the relevant amounts. The rest of our relationship with you will continue as normal on the basis of our terms and conditions.

# **Exercising our rights**

8.9. If, at any time, you don't fulfil your obligations to do (or not to do) something under our terms and conditions and we don't respond, this doesn't prevent us from taking action. For example, if we don't immediately take action to ask you for money that you owe us, this will not stop us from doing so in the future.

# **Our liability**

8.10. Our liability to you in respect of any and all claims or disputes arising out of or in connection with any aspect of our relationship with you (including our terms and conditions) is limited as follows:

Extent of our liability	Type of loss or damage
Unlimited liability	<ul> <li>Death or injury caused either by us or our agents where we or they have been negligent.</li> <li>Loss or damage caused by us or our agents acting fraudulently.</li> <li>Any other loss or damage that we</li> </ul>
£50,000 for each and every event or if	cannot lawfully limit or restrict.  Any loss or damage caused by:
there are a number of connected events that cause you loss, £50,000 in total for the connected events	our breach of our terms and conditions or other obligations or duties applicable to our relationship; or
	our, or our agents', negligence.
The amount we are entitled to recover from the gas transporter and/or the network operator on your behalf	Loss or damage caused to you by the gas transporter and/or the network operator.
No liability or responsibility	Any economic loss or damage caused to you (e.g. loss of profit, loss of income, loss of business, loss of contract or loss of goodwill)  Any loss which, when we entered into this contract with you, we would not
	reasonably have expected would happen even if we or our agents, acted contrary to our terms and conditions.  Any interruption to your supply of electricity or gas (or both).  Where we are required or entitled to take action under our electricity or gas supply licence.

8.11. Nothing in our terms and conditions overrides any of your statutory rights.

# Applicable law and what happens if part of our terms and conditions is found not to be valid

8.12. The laws of England and Wales apply to our relationship and any disputes arising in relation to it if the **property** is located in England or Wales. The laws of Scotland apply to our relationship if the **property** is located in Scotland.

8.13. If a court or other authority (such as Ofgem) decides that a part of our terms and conditions is not valid, the rest of our terms and conditions will not be affected.

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# **Key information**

Ebico Living is a trading name of Ebico Trading Limited. Ebico Trading Limited energy tariffs are supplied by Rebel Energy Supply Limited. Ebico Trading Limited (Registered number: 09564763) is a wholly owned subsidiary of Ebico Ltd (Registered number: 03507095), both registered at

Hexagon House, Avenue 4, Station Lane, Witney, Oxon OX28 4BN

Rebel Energy Supply Limited

Company number: 10767623

Registered Address: Bedford Heights Business Centre, Brickhill Drive, Bedford, MK41 7PH

Contact number: +44 345 528 0195

VAT number: 345415802

## **Glossary**

app: means our mobile application through which you can view information about your account and our products and services.

annual usage information: Where we have been supplying the property for at least a year and have up to date meter readings, details of the quantity of electricity or gas (or both) used in the last 12 months at the property or, where we do not have that information, our best estimate of quantity of electricity or gas (or both) used in the last 12 months at the property based on an industry estimate.

consumer access device: means a unit connected to your smart meter which provides information directly to us or a third party on our behalf and which we use to give you information about your energy usage and costs via the App.

cooling off period: means the 14 day window within which you can cancel you request to switch your energy supply to us as described in clause 1.6 of this part of our terms and conditions. deemed customer: means a customer who is deemed to have accepted our terms and conditions under applicable legislation and regulation because they have started to use energy at the property without first agreeing with us a specific tariff.

deposit: means an amount of money that you may have to pay to us as security for us to supply electricity or gas (or both) to you.

direct debit: payment of or towards your bill for electricity or gas (or both) by us making either:

- a weekly, fortnightly, monthly or quarterly deduction of an agreed amount from your bank account; or
- a deduction of the full amount of any bill outstanding.

energy: means electricity, gas or both as the case may be.

early termination fee: means the exit fee which may apply if you end a fixed-rate tariff before the end of the fixed-rate term as set out in your specific terms.

fixed-rate tariff: means a plan for the supply of gas or electricity (or both) in which the unit rates and standing charges are fixed for a period of time.

gas transporter: The company licensed to deliver gas through pipes to the property.

green deal: means a government initiative known as the "green deal" under which some households arranged to pay for certain home improvement works over time through their energy payments.

in-home display: means a standalone home display unit, connected to your smart meter wirelessly which provides information about your energy usage and costs.

licences: means the licences that Ofgem award to permit us (or a third party) to supply gas and electricity.

meter: means the industry recognised meter(s) located at the property which measure the amount of electricity or gas (or both) used.

**network operator**: means the company licensed to deliver electricity and run the electricity distribution network for the area where the **property** is located.

NTC: has the meaning set out at clause 2.7 of this part of our terms and conditions.

Ofgem: means the Office of Gas and Electricity Markets, the regulator of gas and electricity markets in Great Britain.

personal projection: a projection of the charges for electricity or gas (or both) at the property for the next 12 months that will apply based on the tariff, the applicable discounts and your annual usage information.

property: The address we supply electricity or gas (or both) to.

smart meter: means an electricity or gas meter installed at the property that is capable of sending and receiving readings and other information remotely without needing to visit the property.

specific terms: means the specific terms and conditions for the tariff you have chosen (including its principal terms)

statement: means a statement setting out the charges payable by you to us for the supply of electricity or gas (or both) to the property.

tariff information label: means a document headed "Your Tariff Information" which we will provide to you setting out specific information including pricing that uniquely applies to your tariff. terms and conditions: means:

- the terms and conditions for the supply to domestic customers set out in this document;
- the specific terms; and
- the tariff information label.

traditional meter: a meter which records the consumption of electricity or gas at the property (as the case may be) and must be read manually rather than by remote connection

traditional mode: a smart meter with which we are unable to communicate remotely or from which we are unable to obtain remote readings

variable-rate tariff: means a contract for the supply of gas or electricity (or both) in which the unit rates and standing charges may go up or down over time.

vulnerable person: a person:

- of pensionable age who lives alone;
- of pensionable age who lives only with other persons who are either of pensionable age or under the age of 18:
- who is disabled;
- who is chronically sick.

working day: Any day other than a Saturday, Sunday or a bank holiday in England, Scotland or Wales.

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Rebel Energy is a company registered in England and Wales (No 10952085)
VAT number: 345415802