



Domestic Terms & Conditions

Latest terms and Conditions

v.1.0



1) Defined terms

- 1.1 The Supply Contract shall consist of these Terms and Conditions and the relevant Tariff Information. These Terms and Conditions govern the Supply of electricity to Your Nominated Electricity Supply Point at a Premises occupied by You or over which You have control.
- 1.2 Some tariffs have additional terms and conditions that You will be asked to agree to when You sign up to that tariff. Where You have signed up to any additional terms and conditions these will form part of the Supply Contract with You and are in addition to and take precedence over these Terms and Conditions.
- 1.3 Defined terms used in these Terms and Conditions are set out below:

Application	An application for the supply of electricity to the Premises, completed by You and submitted to Us over the internet or made with Us on the telephone or in person, or via an intermediary.
Agreed Payment Channels	The means by which Tomato Energy has agreed that the Customer can pay its Bill.
Agreed Usage	The amount of electricity usage that the Customer has anticipated and Tomato Energy has agreed will be used each month.
Bill	A document provided to the Customer on a monthly basis, setting out the amount of money which the Customer owes to Us and including a breakdown of Our charges.
Charges	All additional costs beyond those incurred for the supply of electricity, including but not limited to the costs of paper billing and metering.
Customer Reference Number	The individual reference number provided to each Customer upon registering with Tomato Energy.
DCC	Smart DCC Limited (a company incorporated in England and Wales with company number 08641679), also known as the Data Communications Company.
Deemed Contract	A contract between Us and You which is deemed to have been formed because We supply electricity to a property of which You are the owner or occupier when You have not actively agreed to that Supply by Us.

Deadlock Letter	The letter which Tomato Energy will issue to the Customer if, following a complaint and subsequent investigation, it cannot do anything further to assist with the complaint. The letter will provide the Customer with the Energy Ombudsman's contact details and inform the Customer that they can now contact the Energy Ombudsman, where eligible.
Effective Supply Start Date	The final confirmed Supply Start Date as set out in Clause 2.6.
Energy Ombudsman	The independent organisation or authority that helps resolve disputes between energy consumers and energy suppliers by acting as a free neutral third party to investigate the complaints, mediate and find fair resolution.
Evergreen Tariff	Contract for the supply of electricity which is for a period of indefinite length which does not contain a fixed term period that applies to any of the terms and conditions of that Supply Contract.
Existing Supplier	The company supplying electricity to the Customer at the time when the Customer registers to receive its supply from Tomato Energy.
Faster Switching	From 18 July 2022, the ability for You to waive waiting a 14 day cooling off period before switching energy supplier.
Fixed Term Tariff	a Supply Contract with a fixed term period that applies to any of the terms and conditions of that Supply Contract.
Force Majeure event	Any event or circumstances which is beyond the reasonable control of a party and which results in or causes the failure of that party to perform any of its obligations under the Supply Contract (although an increase in cost alone shall not constitute a force majeure event).
Green Deal	A UK government initiative that lets people pay for approved energy saving improvements on their property through their energy bills.
Green Deal Charge	The charges added to Your electricity bill if Your property has a Green Deal Plan attached to it.

Green Deal Plan	An agreement with a Green Deal Provider to make energy saving improvements to a property.
Green Deal Provider	A government authorised organisation that has entered into a Green Deal Plan with You, Your landlord or a previous owner or occupier of Your Premises.
Industry Stakeholders	Any individual, organisation, or entity which has a vested interest or is directly affected by events in the UK energy market.
Material Obligations	Tomato Energy's obligation to supply the Customer with electricity, and the Customer's obligation to pay for the Supply of electricity in accordance with the terms of the Supply Contract.
Metering Equipment	The Smart Meter and any ancillary equipment which records the quantity of electricity supplied to the Premises.
Monthly Billing Period	The period of one month in respect of which the Customer will receive a Bill for their electricity usage.
Nominated Electricity Supply Point	The Electricity Meter nominated by the Customer as the point via which Tomato Energy will supply electricity to the Premises.
Ofgem	The Gas and Electricity Markets Authority, which regulates the gas and electricity markets in Great Britain.
Premises	The property (including any part of any land, building or structure) to which electricity will be supplied under this Contract and at which electricity will be used wholly or mainly for domestic purposes.
Promotions	Any give aways, marketing incentives, promotions or offers.
Smart Meter	A SMETS2 meter that tells Us how much electricity You're using without Us having to visit Your property to read it and which can be operated in prepayment mode (which We call Pay As You Go or PAYG). It can also show You how much electricity You're using and may include an in-home display.
Supplier	A company supplying electricity.

Supply	The supply of electricity being supplied under this Contract.
Supply Contract	The terms governing Tomato Energy's supply of electricity to each Customer, consisting of these Terms and Conditions, any additional terms and conditions and the Tariff Information.
Supply Contract End Date	The last inclusive date when Tomato Energy supplies electricity to the Nominated Electricity Supply Point pursuant to the Supply Contract.
Supply Contract Start Date	The date on which the Customer's Supply Contract was signed or deemed to be signed, as set out in Clause 3.1.
Supply Contract Renewal	The process of extending the contractual arrangement between Tomato Energy and the Customer on new rates, following the expiry of the existing Supply Contract.
Supply Points	The points at the Premises via which electricity is supplied.
Supply Start Date	The date when We aim to start supplying electricity to the Nominated electricity Supply Point under this Supply Contract.
Tariff Information	The tariff sheet document containing applicable tariff information and which, together with these Terms and Conditions, comprises the Supply Contract.
Term	The period for the duration of which Tomato Energy will supply electricity to the Customer, to last for the number of years, months and days from the Effective Supply Start Date up to and including the Supply Contract End Date as specified in the Tariff Information, as set out in Clause 5.1.
Tomato Energy Group	Tomato Energy Limited (a company incorporated in England and Wales with company number 09735768) any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

We, Us, Our, Tomato Energy	Tomato Energy Limited (a company incorporated in England and Wales with company number 09735768).
Welcome Pack	The set of documents provided to customers upon entering into a Supply Contract with Tomato Energy, including the Supply Contract itself (which consists of these Terms and Conditions and the Tariff Information).
You, Your, Yourself	The Customer.

2) Supply Start Date and Effective Supply Start Date

- 2.1 The Supply Start Date will depend on whether You decide to take part in Faster Switching. If You decide to not wait the 14 day cooling-off period We may be able to switch Your supply within 5 working days. If You choose to wait the 14 day cooling-off period it could take Us a further 5 working days after the 14 day cooling-off period to switch Your Supply. We will advise You of Your Supply Start Date and the Effective Supply Start Date in writing in accordance with Clause 2.7.
- 2.2 If Your Existing Supplier objects to Us taking over Your Supply, We will inform You using the contact details which You have provided. Your Supply Start Date will depend on how quickly any such objections can be resolved between You and Your Existing Supplier.
- 2.3 It shall be Your responsibility to resolve any objections raised by Your Existing Supplier before any further attempts to switch Supply are made.
- 2.4 Where Your Existing Supplier raises any objections, and in the event of any other dispute between You and Your Existing Supplier, it shall be Your responsibility to provide Us with a new proposed Supply Start Date or, alternatively, authorisation to commence Your Supply as soon as possible, once any objections from/disputes with Your Existing Supplier have been resolved.
- 2.5 If You appear to be registered with Us and another Supplier at the same time, We will inform You, but it will be for You to resolve the issue, and We will not be under any liability in respect of Your electricity Supply unless and until that issue is resolved and We are Your sole Supplier.
- 2.6 The Effective Supply Start Date shall be the final confirmed supply start date once any objections from Your Existing Supplier have been resolved and the appointment of all Industry Stakeholders has been finalised following such resolution.

2.7 Your Effective Supply Start date shall be confirmed to You via one of Your provided contact methods as part of Your Welcome Pack.

3) Contract Start Date

- 3.1 The Tariff Information will state the Supply Start Date agreed with You.
- 3.2 Your switch to Us may be delayed if We can't supply You due to Your metering arrangement or the network Your Premises is connected to or anything beyond Our control happens and We've done everything reasonable to try and supply You.
- 3.3 Where a government incentive or rebate scheme exists, any applicable discounts shall be applied from the relevant Supply Contract Start Date, not the Supply Start Date or the Effective Supply Start Date.

4) Supply Contract End Date

- 4.1 The Supply Contract End Date shall be the last inclusive date when We supply electricity to the Nominated Electricity Supply Point pursuant to these Terms and Conditions. We shall notify You of the Supply Contract End Date in the Tariff Information enclosed with these Terms and Conditions.

5) Supply and Term

- 5.1 Your Term will last for the number of years, months and days from the Effective Supply Start Date up to and including the Supply Contract End Date as specified in the Tariff Information, unless it is terminated in accordance with Clause 12 below.
- 5.2 For the duration of the Term, We shall supply electricity to Your Nominated Electricity Supply Point up to the relevant Agreed Usage provided that it is already connected to the electricity distribution system, and provided that You do not already have a contract with anyone else for supplying the same type of electricity at the Premises.
- 5.3 Unless You notify Us otherwise, the electricity delivered to Your Premises will be as specified in the Tariff Information.
- 5.4 With effect from the Effective Supply Start Date, all electricity passing through the Nominated Electricity Supply Point shall be deemed to be supplied under the terms of this Supply Contract, and the title and risk in that electricity shall pass to You at the Nominated Electricity Supply Point.
- 5.5 In the event that You exceed the Agreed Usage at any Nominated Electricity Supply Point, You shall pay to Us any costs (including but not limited to additional use of system charges), losses or expenses incurred by Us for the provision of, and as a result of, that excess.
- 5.6 We reserve the right to commence communications regarding Supply Contract Renewal with You at any time before the Supply Contract End Date.

6) Marketing

- 6.1 From time to time the Tomato Energy Group may offer Promotions. These terms and conditions apply to any Promotions You enter, and We may also have separate terms for individual Promotions, which We would tell You about at the time of the Promotion.
- 6.2 We reserve the right to cancel or amend the terms of any Promotion without prior notice. In the event of any dispute regarding any aspect of a Promotion, Our decision shall be final, and We reserve the right not to enter into any correspondence with You in relation to any Promotion.

7) Customer's Responsibilities

- 7.1 This Supply Contract may not be assigned by You without Our prior written consent. We may assign or transfer all or part of Our rights under this Supply Contract to anyone that can legally supply electricity to You and sub-contract any of Our obligations hereunder without Your consent.
- 7.2 You agree, warrant and represent that:
 - 7.2.1 You have actual or effective control over the Premises;
 - 7.2.2 You have actual or effective control over all equipment, wires and cables, and all other fittings on the Premises which are used in connection with the Supply of any electricity to the Nominated Electricity Supply Point.
 - 7.2.3 You agree that You will maintain all equipment, wires and cables, and all other fittings that belong to You or which have been provided to You for the purposes of supplying Your electricity, and that You shall keep them in good working order and in a safe condition at all times.
 - 7.2.4 Your local Electricity Distributor Network Operator (DNO) shall via their Electricity Distribution Network, in collaboration with the National Electricity Transmission Network deliver Your electricity Supply from Us.
- 7.3 You shall pay to Us all and any of the sums which You owe Us in respect of Your electricity supply or other Charges promptly as they fall due under the Supply Contract.

8) Metering Arrangements

- 8.1 You must have a Smart Meter (or be in the process of having a Smart Meter fitted) to be Our Customer. The volume of electricity supplied to the Premises is measured by the Metering Equipment installed on the Premises. This Smart Meter (and any in-home display that may be installed along with the Smart Meter) is the property of the meter provider and Your usage of this is covered in the standing charge. You may request a Smart meter upgrade if an upgrade is available. Any new Smart Meter

will only be provided to You if We deem Your consumption profile to be correct for the new Smart Meter.

- 8.2 If Your Smart Meter allows Us to, We shall endeavour to read Your half hourly electricity consumption data as recorded by Smart Meter automatically.
- 8.3 Such data as recorded through the DCC shall be kept in Our systems for the duration of Your Supply Contract.
- 8.4 If You do not have a Smart Meter at Your Premises, We may install one for You. We will arrange an appointment with You for installation. If You repeatedly refuse to allow Us to install a Smart Meter, We may terminate Your Supply Contract immediately.
- 8.5 If You have a Smart Meter that We can read without visiting Your property, You agree that We can:
 - 8.5.1 Use the Smart Meter to remotely monitor Your energy usage;
 - 8.5.2 Remotely repair and update the Smart Meter;
 - 8.5.3 Switch it from credit to prepayment mode or disconnect Your Supply (We would notify You before this happens);
 - 8.5.4 Collect information about how Your Smart Meter is working, for example to see if it has any faults or has been tampered with;
 - 8.5.5 Use information from Your Smart Meter to do certain things, such as work out Your bill and tailor Our service and products to suit You better. We will only use this information to offer You products or services if You have given Us Your permission to do so;
 - 8.5.6 Take half hourly consumption volumes, or where You have informed us that you do not consent to half hourly readings, We may take daily readings providing We have notified You in advance, or monthly readings in all other circumstances. We will let You know in writing Your consent options either during Your sign-up process, during the installation of Your Smart Meter, or at the point We became aware You had a Smart Meter already installed from a previous supplier. You can change Your frequency preferences at any time; and
 - 8.5.7 Take a meter reading at any other time where We are permitted to by Ofgem, such as to provide You with a bill or investigate a query on Your account.
- 8.6 Where Our DCC connection is not working or a technical fault prevents Us from being able to read Your Smart Meter, We shall notify You and You shall be required to submit meter readings in monthly intervals until Our connection is fully working or the fault is resolved.

- 8.7 Your Smart Meter shall be monitored via the DCC for tampering attempts, illegal connections and any activities that result or are intended to result in theft of energy, so that the meter does not properly record the electricity used.
- 8.8 Where any such activities under Clause 8.7 are reported, they shall constitute a breach of Your Supply Contract with Us if they are proven to be the result of malicious activities at the Premises or any premises over which You have actual or effective control. Any confirmed cases will be reported to the relevant investigating authorities and may result in criminal charges. You shall indemnify Us for the costs of any electricity which has been used but not paid for.
- 8.9 Until the installation or migration of a Smart Meter You must:
- 8.9.1 Provide Us with an up-to-date and correct reading from Your meter(s) which records the meter reading on the Effective Supply Start Date. You should supply Us with this reading on the Effective Supply Start Date itself. If You fail to take a reading on that date, You must take a reading and send it to Us no later than 5 working days following (but not including) the Effective Supply Start Date. This meter reading shall constitute Your opening meter reading.
 - 8.9.2 On the Supply Contract End Date, You must provide Us with an up-to-date and correct reading from Your meter(s). We will retain that reading for verification against the meter reading which We subsequently receive from Your new supplier. The reading which We receive from Your new supplier shall stand as the closing meter reading.
 - 8.9.3 On a monthly basis, starting at no sooner than one month after the Effective Supply Start Date and ending at no later than one month before the Supply Contract End Date, You shall provide Us with up-to-date and correct reading(s) from Your Meter(s) (unless Your meter is a Smart Meter which We are able to communicate with remotely).
- 8.10 Your Nominated Electricity Supply Point and any related secondary meters shall not be subject to any tampering or mechanical adjustments without approval from Us or the Distribution Network Operator. It shall constitute a breach of this Supply Contract if such an activity is deemed to have been carried out without Our prior written approval during the Term of the Supply Contract.
- 8.11 You must ensure that all Metering Equipment on or at Your Premises is not lost, stolen, damaged or interfered with. You agree to reimburse Us for any direct or indirect costs (including call-out charges) which We may incur in replacing or repairing lost, stolen, interfered with or damaged Metering Equipment, unless the loss or damage is the result of wear and tear or the result of an act or omission by Us.
- 8.12 You confirm that to the best of Your knowledge and belief, Your Metering Equipment complies with relevant industry standards as to safety, accuracy and reliability.
- 8.13 If You are unsure whether the Metering Equipment installed in Your Premises is safe, accurate or reliable, You should contact Us. Should We conclude that the Metering

Equipment in Your Premises is not safe, accurate, or reliable, We will take action to repair or replace it subject to charges set out under Clause 11.

- 8.14 We will not be responsible for any fault or damage arising due to Metering Equipment in Your Premises for which We are not the registered electricity supplier.
- 8.15 Where a fault or damage arises in respect of Metering Equipment in Your Premises for which We are the registered supplier, You must not attempt to resolve the fault or damage Yourself (except in cases of emergency such as fire risk). Instead, You must contact Us immediately so that Our engineers can attend Your Premises to resolve the fault or damage.
- 8.16 You confirm that You are legally able to, and have permission to, allow Us into the Premises, and that You will give Us full access to the Metering Equipment on the Premises whenever We require access in accordance with this Supply Contract.
- 8.17 Upon the provision of no less than 10 working days' notice by Us, You must allow Us and anyone else authorised by Us, safe and unobstructed access to the Premises at reasonable times, in order to:
 - 8.17.1 maintain and operate Your electricity supply;
 - 8.17.2 to take a meter reading or replace a Smart Meter;
 - 8.17.3 carry out a safety inspection; replace, test or reposition Metering Equipment;
 - 8.17.4 disconnect the Supply; reconnect the Supply; or
 - 8.17.5 for any other reasonable purpose connected with this Supply Contract,
- 8.18 In an emergency, You must allow Us access at any time without notice.
- 8.19 We will only use the information We collect from Your Metering Equipment in line with Our privacy policy which can be found on [our website](#).
- 8.20 You must not remove Your Metering Equipment without Our permission, and We may recover any Metering Equipment We have provided You with if Our agreement with You ends.
- 8.21 It's Your responsibility to maintain and repair any meter box on the Premises (including its key). If You lose any part of the meter box You (or Your landlord (if applicable)) are liable for any repair or replacement.

9) Pricing & Charging Structure

- 9.1 When You enter into a Supply Contract with Us, We will provide You with written confirmation of the details of the initial prices of electricity and Your payment arrangements (specifically, whether You have agreed to pay by Direct Debit). These details will include the type of tariff which You will have with Us. These will be provided in the Tariff Information, which will form part of Your Supply Contract. You shall pay those electricity prices in accordance with the payment terms set out in Clause 11 of these Terms and Conditions. We may change these prices, the way in which You pay, and how often You pay, if You fail to pay Your bills or if You cancel Your direct debit with Us.
- 9.2 Electricity costs are exclusive of taxes, duties, and levies (excluding VAT) and You shall in addition, pay an amount equal to those taxes, duties and levies chargeable on those energy costs on delivery of a Bill. VAT on prices will be charged at the standard rate. Such taxes, duties, or levies will also apply to the costs associated with providing You with electricity (such as those associated with processing, distribution and transport), whether We incur these costs directly or indirectly, and You shall pay an amount equal to those taxes, duties and levies chargeable on those energy costs on delivery of a Bill. If You believe that You are exempt from VAT, or that You are entitled to pay a lower rate of any applicable taxes, duties, or levies, You must demonstrate to Our satisfaction that this is the case, by providing Us with documentation to that effect.
- 9.3 If You do not change supplier or do not expressly agree a new supply contract by the Supply Contract End Date, You will become subject to either the cheapest Evergreen Tariff or a Fixed Term Tariff that is cheaper than (or as cheap as) Our cheapest Evergreen Tariff. In each case calculated based on our estimate of your annual consumption and as appropriate for your payment method, meter type and other relevant account arrangements.
- 9.4 If You move onto a new Fixed Rate Tariff when Your previous Fixed Rate Tariff ends, We'll start a new Supply Contract based on the new Fixed Rate Tariff on the date the old one ends.
- 9.4.1 If You become subject to an Evergreen Tariff;
- 9.4.2 then Your electricity prices may increase in the future; and
- 9.4.3 You can terminate at any time.
- 9.5 We will not change the prices applicable to your Contract whilst you are subject to a Fixed Term Tariff.

10)Tariff Information

- 10.1 Your Supply Contract will be deemed to include any relevant Tariff Information that is applicable depending on the tariff that You are on at any given time.

10.2 If you are on a Fixed Rate Tariff the rate(s) will be the one(s) that applied on the date you signed up, for the duration of that tariff.

11 Bills, Payments, and Charges

- 11.1 From the Effective Supply Start Date, You shall be liable to pay Us the sums which fall due in respect of the supply of electricity to Your Nominated Electricity Supply Point.
- 11.2 You agree to Us carrying out a credit check before We commence Our Supply of electricity to You. We reserve the right to vary Your tariff before We commence Our Supply of electricity to You, based on the results of any check.
- 11.3 At the end of every 30 day billing period, We will provide You with a Bill (which will show You a breakdown of Our Charges for the supply of electricity to Your Nominated Electricity Supply Point).
- 11.4 Your Bill will be sent by email to the email address which You have provided to Us. If You require a paper Bill, please let Us know. There will be a charge of £3.50 per paper Bill sent to You. That sum will be added on to Your monthly Bill.
- 11.5 Your Bill may be based on a reasonable estimate of how much energy You have used. In the first instance, this estimate will be based on the Estimated Annual Consumption provided by You or Your third-party representative. If We do not receive an Estimated Annual Consumption from You or Your third-party representative, We will produce Our own estimate, based on the information We hold about Your Premises, and about how much energy You use at Your Premises. If You disagree with the amount specified in Your Bill, You should contact Us immediately to either provide Us with Your own meter reading or arrange for Us to read Your Nominated Electricity Supply Point.
- 11.6 At the Effective Supply Start Date, if We do not receive a valid meter reading, We may estimate the amount of electricity to be supplied to Your Nominated Electricity Supply Point until We first read Your Nominated Electricity Supply Point or the Supply Contract ends. We may use that estimate as the basis for working out the prices that You should pay for electricity supplied during that period. We may also instruct an agent to read Your Nominated Electricity Supply Point.
- 11.7 If We discover that any Bill We have sent to You has been based on inaccurate or incomplete information, We will make any necessary adjustments, and if necessary, send You a new Bill as soon as practicable. Where any such adjustments result in a credit to You, the amounts to be credited will be included in the account raised in the next billing period.
- 11.8 The amounts payable under Your Bill shall be paid by You to Us in full clear funds by whichever means We have agreed with You. You should pay those amounts by one of Our Agreed Payment Channels within ten working days of the Bill being issued to

You. Where the Bill has been sent to You by post, the date of issue will be deemed by Us to be three working days after the Bill was sent. Where a Bill is sent by email during working hours (being 9am to 5pm on weekdays, excluding Bank and other public holidays), it will be deemed by Us to have been received on the day on which it was sent. If a Bill is sent by email between 12am and 8:59am, it will be deemed by Us to have been received on that working day. If a Bill is sent by email between 5:01pm and 11:59pm, it will be deemed by Us to have been received on the next working day.

- 11.9 We may use any money which You pay to Us, any money We owe You, or any security deposit You have provided to Us pursuant to this Supply Contract, to settle any amounts which are due to Us by You pursuant to, or in connection with, this Supply Contract.
- 11.10 If You fail to pay Your Bills in full or on time on more than three occasions, and You fail to remedy that breach to Our reasonable satisfaction within 28 days of the third of those occasions, We reserve the right to terminate this Supply Contract in accordance with Clause 12 of these Terms, alter the terms of Your tariff, and commence debt recovery proceedings. We also reserve the right to disconnect Your Supply for non-payment. You shall indemnify Us for any costs directly or indirectly incurred in relation to any disconnection or reconnection of supply or any metering change as a result of non-payment of bills.
- 11.11 If You have a direct debit with Us and You cancel that arrangement, You must ensure that You pay via an alternative Agreed Payment Channel, or set up a new direct debit arrangement immediately. You must notify Us of any changes in Your payment methods as soon as You make such changes.
- 11.12 You are responsible for paying for the Supply until Your Supply Contract ends, including any charges or debts that remain outstanding at the end of Your Supply Contract which aren't taken on by Your new supplier. If You have entered into this Supply Contract together with other people, each person will be jointly and severally liable for any money owed to Us.
- 11.13 The method of payment will be standard monthly direct debit (unless otherwise agreed with Us) and You are responsible for ensuring that the direct debit can be paid in full on the due date. If You are struggling to pay, We may install a Smart Meter (which We can switch into prepayment mode) or switch Your existing Smart Meter into prepayment mode. This would require You to top up credit to pay for Your supply in advance and may cost more per unit of electricity consumed. When paying by direct debit:
 - 11.13.1 You should keep Your account in credit and We will track and carry the balance forward to the next month's Bill;

- 11.13.2 We typically set Your direct debit amount based on the amount of electricity We think You'll use across a year divided by twelve;
 - 11.13.3 We aim to review Your direct debit at least twice a year and can offer to reduce Your direct debit if it's too high based on actual meter readings or We can increase Your direct debit if it is too low to help You avoid building up debt;
 - 11.13.4 We will notify You at least 5 Working days before the direct debit is due to come out of Your account;
 - 11.13.5 If Your direct debit fails due to insufficient funds, We will let You know and re-present the automated instruction within 5 Working days; and
 - 11.13.6 Your direct debit amount will be shown on Your statement, and You should contact Us if You believe Your bill is incorrect.
- 11.14 We reserve the right to refuse to process any transaction We deem fraudulent or suspicious.
- 11.15 If We have agreed to supply You on the basis that Your payments will be guaranteed by another person (a guarantor) and that person no longer wishes to stand as a guarantor for You, then We reserve the right to switch Your Smart Meter into prepayment mode (and We may install a Smart Meter for You if You don't already have one), or end this Supply Contract, in which case You will be supplied under a Deemed Contract unless We agree a different Supply Contract with You.
- 11.16 We will not try to recover charges for Your electricity that are older than 12 months unless We have already tried to recover these charges, or You have behaved obstructively or unreasonably.
- 11.17 If You do not pay by direct debit and do not have a Smart Meter operating in prepayment mode, You will still be responsible for paying for the supply in full each month by an alternative Payment Method agreed with Us.
- 11.18 If You request a refund of credit on Your account, You must have provided Us with meter readings within 14 days of Your request, unless You have a Smart Meter that We can collect readings from remotely. We will only be able to give You a refund if this will not cause Your account to fall into debt.
- 11.19 If We take over Your energy supply because Ofgem gives a "Last Resort Supply Direction" and appoints Us to be Your new supplier, and if We had committed to do so with Ofgem before We were appointed, then if You had a credit balance with Your previous supplier, We will honour this credit balance. We may need to get in touch to check certain information with You about this.
- 11.20 If You do not pay Your bill on time, We may:

- 11.20.1 Require that You bring Your account into good order and We may change the nature of Your direct debit arrangement so that it collects the full amount of Your bill each month plus any debt outstanding on Your account rather than just a fixed amount;
 - 11.20.2 Change the amount of Your direct debit or adjust the debt recovery rate;
 - 11.20.3 Obtain a warrant to enter Your Premises and replace Your existing meter with a Smart Meter;
 - 11.20.4 Switch Your existing Smart Meter into prepayment mode to recover any outstanding balance and help manage Your future payments;
 - 11.20.5 Offer You a payment plan;
 - 11.20.6 Charge you £15 for the first missed payment and £20 for each missed payment after;
 - 11.20.7 Take reasonable steps to recover sums due to Us, this may include using a debt collection agency;
 - 11.20.8 Provide information about Your non-payment to credit reference agencies, which may impact Your ability to get credit in the future;
 - 11.20.9 Recover from You all costs incurred by Us in pursuing Your non-payment, including bank charges due to cancelled or failed payments, the cost of visiting You, including through any debt collection agency, getting a warrant to enter Your property and installing a Smart Meter which We can switch into prepayment mode; and/ or
 - 11.20.10 Charge interest at the rate of 4% above the Bank of England Bank base rate at the relevant time on all outstanding charges from the date the charges first became overdue until the date You make payment of such charges.
- 11.21 If You are having difficulty in paying Your Bill, please let Us know as soon as possible and We can discuss ways that might help make paying Your Bills more manageable. You can contact Us by any of the ways on Our website <https://www.tomato.energy/contact> , and We will provide all such help and assistance as We can in order to avoid disconnecting Your electricity supply.
- 11.22 We may round calculations to 4 significant figures to present charges clearly. For example, unit prices may be round to the nearest 0.01p and monthly amounts may be rounded to the nearest penny.
- 11.23 Our charges are based on:

- 11.23.1 A daily standing charge which is a fixed amount;
 - 11.23.2 A single unit rate charge, which is a charge for each unit used under Your agreed tariff for Your location; and
 - 11.23.3 The rates that apply will be included in your Tariff Information.
- 11.24 We can also charge You for other reasonable costs that aren't included in Our Tariffs under certain circumstances. We will tell You how much such charges are at the time and will provide a breakdown of the costs if You ask Us for one. These can include costs arising from the following:
- 11.24.1 Visiting Your property and stopping, disconnecting or reconnecting Your supply if You ask Us to do it (for example, if You want to move Your Metering Equipment or need to disconnect it temporarily), or to repair damage (that We have not caused) to the meter;
 - 11.24.2 Inspecting, testing, replacing or working on Your meter if You ask Us to but there's no problem with it;
 - 11.24.3 Charges We are required to pass on to Our customers by law or regulation or a regulatory authority (such as Ofgem);
 - 11.24.4 Any reasonable cost We incur (including administration cost) because You failed to meet the Terms and Conditions of this Contract;
 - 11.24.5 Costs associated with Our recovery of sums, which include, but are not limited to, the cost of legal proceedings which We may have commenced against You, and the cost of instructing agents and/or solicitors or other legal representatives to proceed with such recovery; and
 - 11.24.6 All additional Charges will be subject to any tax, levies, or duty payable under English law. If there are any changes to such tax, levies, or duty, We shall inform You and You shall pay such tax, levies or duties in addition to those additional Charges.
- 11.25 VAT under this Supply Contract is also payable at the applicable rate.
- 11.26 Your obligations under this clause will survive any termination of this Supply Contract.

12 Termination

- 12.1 If either party terminates this Supply Contract We may disconnect our Supply to Your Nominated Electricity Supply Point.
- 12.2 Either party may terminate this Supply Contract by written notice to the other if the other fails to comply with any of its Material Obligations under this Supply Contract and fails to remedy any breach to the reasonable satisfaction of the other within 28 days from receipt of the written notice.
- 12.3 Termination or expiry of this Supply Contract will not affect any rights which may already have accrued to either party.
- 12.4 We can choose to terminate this Supply Contract if:
 - 12.4.1 You fail to pay Your Bills in full or on time on more than three occasions, and You fail to remedy that breach to Our reasonable satisfaction within 28 days of the third of those occasions;
 - 12.4.2 There is a change in Your financial position, as reflected in the results of a check carried out by Us with a Credit Reference or Fraud Prevention Agency;
 - 12.4.3 You change Your payment arrangements or payment method and We are concerned that We will not be able to recover sums which You owe Us;
 - 12.4.4 You use electricity for unauthorised or illegal purposes, or You take any steps leading to the theft of electricity;
 - 12.4.5 We reasonably believe that You are now using an amount of electricity that differs substantially from when You entered into any tariff with us;
 - 12.4.6 You commit a breach of this Agreement, other than non-payment;
 - 12.4.7 We discover that You have provided Us with false information;
 - 12.4.8 Our electricity supply licence is revoked, in which case We may ask another party to supply electricity to You on Our behalf;
 - 12.4.9 If We consider, based on information available to Us, that a purported change of control over or occupation of the Premises is not genuine;
 - 12.4.10 If a legal or regulatory change takes place which is beyond Our control;
 - 12.4.11 You no longer fulfil any of the tariff eligibility criteria set out in any Tariff Information;

- 12.4.12 We reasonably believe that You do not have a Smart Meter in place when we have been under the impression that one has been installed previously; or
- 12.4.13 You are entitled to terminate this Supply Contract if You cease to own, rent, or have control over the Premises and provide Us with written notice, together with any evidence We request pursuant to Clause 12.14 of these Terms and Conditions, as soon as reasonably practicable.
- 12.5 We reserve Our rights to terminate this Supply Contract upon the provision of one month's notice.
- 12.6 Upon the termination of this Supply Contract, We will prepare a final Bill for You. This will set out all outstanding charges that You owe Us, together with any costs incurred by Us in connection with such termination. We may need to obtain a final meter reading for this. The final Bill will also apply any credits owed to You, including any security deposit where the Supply Contract is not being renewed.
- 12.7 Any sums owed to You as set out in the final Bill will be repaid to You within ten working days using the bank account details which You have provided to Us. If You require repayment to a different bank account, You must notify Us of this and of the account details in writing and no less than ten working days before the end of the Supply Contract.
- 12.8 Subject to earlier termination in accordance with the terms of this clause, this Supply Contract will continue in full force and effect until the Supply Contract End Date, or until Your Supply is either disconnected or transferred to a new supplier.
- 12.9 You can renew Your Supply Contract 30 days before the Supply Contract End Date (unless We agree to another renewal time-frame with You). If You choose to renew Your Supply Contract, You will need to sign a new Supply Contract, which will come into effect when the existing Supply Contract ends.
- 12.10 If You choose to switch suppliers, You must inform Us 30 days before the Supply Contract End Date. If You choose to switch suppliers at an earlier stage in the Term, You must inform Us as soon as reasonably practicable, and in any event 10 working days before the date when You intend to switch suppliers. We reserve the right to object to such a change. If You change supplier without providing Us with advance notice, We reserve the right to object to the change, and/or to charge You an early termination fee, representing a sum which is equivalent to a reasonable pre-estimate of Our loss of profit.
- 12.11 If, upon termination of this Supply Contract, We require access to the Premises to remove any of Our equipment or to take any steps to effect the discontinuance of electricity supply, You shall provide Us with safe and unobstructed access to the Premises.

- 12.12 You shall remain liable for all charges, past and future, associated with the supply by Us of electricity to Your Nominated Electricity Supply Point until:
- 12.12.1 You notify Us in writing that You will no longer be the occupier or have control over the Premises, or that You are no longer the occupier or the party in control of the Premises, and We accept this notice in accordance with Clause 12.14 below; or
 - 12.12.2 Another occupier of the Premises enters into a Supply Contract with Us, or with another Supplier, for the supply of electricity to the Nominated Electricity Supply Point.
- 12.13 We shall have sole discretion to determine whether a notice provided in accordance with Clause 12.1 is accepted. In order to make such determination, We may request that You provide Us with reasonable evidence to support any proposed change in occupancy in respect of the Nominated Electricity Supply Point. If You fail to do so, or fail to provide Us with evidence which demonstrates to Our satisfaction that a change in occupancy has occurred (or is to occur), then We shall be entitled to refuse to accept any notice provided pursuant to Clause 12.12.1. In those circumstances, You will continue to be bound by the terms of this Supply Contract and shall continue to be liable for all charges associated with the supply of electricity to the Nominated Electricity Supply Point.
- 12.14 If You are moving and request Us to supply electricity to Your new Premises, We will cancel Your existing Supply Contract and provide a new Supply Contract appropriate to Your new Premises.
- 12.15 If You are moving and do not request Us to supply electricity to Your new Premises, We will cancel Your existing Supply Contract within 2 working days' of the day You move, according to what You tell Us, or two working days' notice from when another person begins to occupy the Premises.
- 12.16 If You are moving and do not tell Us, We will terminate Your existing Supply Contract with effect from the date when a new owner or occupier starts taking a supply at the Premises.
- 12.17 If Your situation changes in relation to the Premises or if You intend to move Premises You must tell Us 30 calendar days before You move out. You agree to pay Us any costs We reasonably incur in relation to Your failure to notify Us of Your move.

13) Disconnection

- 13.1 We may have to disconnect Our Supply to Your Nominated Electricity Supply Point in the event of the following situations, in these circumstances We may also terminate this Supply Contract:

- 13.1.1 Your Nominated Electricity Supply Point being unsafe (in which case, subject to clause 8.16, We shall exercise reasonable endeavours to repair or replace Your Nominated Electricity Supply Point, resulting in a temporary loss of supply); or
 - 13.1.2 Needing to test emergency or safety procedures; or
 - 13.1.3 An accident or other emergency which is affecting or is likely to affect the systems through which You receive Your supply; or
 - 13.1.4 Your Supply being improperly used, or if We have reasonable grounds to suspect theft of electricity or tampering with Metering Equipment, or if Your supply is likely to cause damage or interference with Your distribution network operator's ('DNO') system.
 - 13.1.5 Our Supply to Your Nominated Electricity Supply Point may only be disconnected by Us or by an agent appointed by Us.
- 13.2 Subject to clause 17.7, We will not be responsible for any direct or indirect loss or damage of any kind which results from any disconnection, whether or not it was foreseeable, including any reconnection costs.
- 13.3 Subject to clause 17.7, We will also not be responsible for any direct or indirect loss, injury or damage resulting from the use of any apparatus or equipment at the Premises even if We have inspected or tested such equipment.
- 13.4 If Your Supply of electricity is temporarily disconnected at Your request, You shall pay Us any costs which We have incurred directly or indirectly as a result of such discontinuance and the later resumption of that Supply.

14) Supply Contract

- 14.1 We reserve the right to unilaterally amend any terms and provisions of the Supply Contract that are not in any way disadvantageous to You.

15) Confidentiality and Data Protection

- 15.1 In order to provide You with electricity, We require certain information. You agree to provide Us, free of charge, with any information that We reasonably request.
- 15.2 Both parties shall take all reasonable steps (except where otherwise required by law) to keep confidential the contents of this Supply Contract and any information concerning the other party's business which that party may (by written notice) reasonably designate as confidential.

15.3 We may need to share your information with third parties. We will process Your personal data in accordance with Our privacy policy, which can be found on our website.

16) Regulatory

16.1 If Ofgem or the Government make changes to Our supply licence then We may need to make changes to this Supply Contract. If this happens, We will notify You of such changes as soon as is reasonably practicable.

16.2 Further, if there is any change to any law or regulation, decision or advice by a regulatory authority which applies to this Supply Contract which makes any part of it illegal, unenforceable or affects the Charges, We may change the terms of this Supply Contract or the Charges as We consider reasonably necessary to reflect those changes.

16.3 Subject to this Clause 16, the terms on which We supply electricity to You (including the contents of this Supply Contract) may not be supplemented, interpreted, amended, varied, or modified except by an instrument in writing signed by the authorised representatives of both Us and You.

17) Limitations of Liability

17.1 References to liability in this clause 17 include every kind of liability arising under or in connection with this Supply Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

17.2 Subject to Clause 17.7, Our total liability to You under or in connection with this Supply Contract shall not exceed a total of £1,000 in any one calendar year.

17.3 Except as expressly stated in this Supply Contract, and subject to Clause 17.7, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

17.4 Subject to Clause 17.7, neither We nor You are liable to the other for any breach of this Supply Contract which is caused by a Force Majeure Event as defined in clause 1.3 of this Supply Contract.

17.5 Subject to Clause 17.7, We will not be liable to You for any of the following (whether direct or indirect):

17.5.1 loss of income,

17.5.2 loss of sales or business,

17.5.3 loss of profits,

17.5.4 loss of production;

- 17.5.5 loss of use or corruption of software, data or information;
 - 17.5.6 loss or damage to goodwill;
 - 17.5.7 loss of contracts; and
 - 17.5.8 any loss which was not or could not have been reasonably foreseen even if We, Our employees, subcontractors or agents did not act in accordance with these Terms & Conditions; or
 - 17.5.9 for any other indirect or consequential loss arising out of this Supply Contract.
- 17.6 Nothing in this clause shall limit or exclude Your obligation to make payments under Clause 11 of these Terms & Conditions.
- 17.7 Nothing in this Supply Contract excludes or limits the liability of either Us or You for:
- 17.7.1 death or personal injury resulting from negligence;
 - 17.7.2 fraud or fraudulent misrepresentation; or
 - 17.7.3 any other liability which cannot be excluded or limited by applicable law
- 17.8 Nothing in this Supply Contract overrides any rights or responsibilities which We have under the Electricity Act 1989, Our supply licence, or regulations that apply to the Supply.
- 17.9 Unless otherwise expressly stated, the limitations of liability contained in this clause 17 continue and survive the termination of this Supply Contract.
- 17.10 We shall hold the benefit of these limitations of liability both for Ourselves and as trustee and agent for Our officers, employees, agents and contractors.

18) Waiver

- 18.1 No failure or delay by Us to exercise any right, power or remedy will operate as a waiver of that right, power or remedy, nor will any partial exercise preclude any further exercise by Us of the same, or of some other right, power or remedy.

19) Entire agreement

- 19.1 This Supply Contract constitutes the entire agreement between You and Us in relation to Our supply of electricity to You. It supersedes and extinguishes any and all previous agreements, promises, assurances, warranties, representations and understandings between You and Us, whether written or oral, relating to the Supply

Contract's subject matter.

- 19.2 Each party acknowledges that Neither We nor You have entered into this Supply Contract in reliance on, and shall have no remedies in respect of, any representation, assurance, warranty, or other undertaking (whether made innocently or negligently) that is not set out in the Supply Contract. Each party acknowledges that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Supply Contract.
- 19.3 Each of the clauses and sub-clauses of this Supply Contract operate separately from the others and survive independently of the others.
- 19.4 If there is any inconsistency between the Supply Contract (comprising these Terms & Conditions and the Tariff Information) on the one hand and any other document in the Welcome Pack on the other, the Supply Contract shall prevail.

20) Dispute resolution, Governing Law and Jurisdiction

- 20.1 If You wish to dispute a Bill, You must first inform Us in writing within 30 days of receipt of the Bill in question. You must pay Us any undisputed amounts in the usual way as explained at Clause 11 above. Following the resolution of any dispute between Us, You must pay Us any amounts which You owe Us within the timeframe agreed between Us and You as part of the resolution of the dispute.
- 20.2 You If You submit a complaint We will follow the complaints policy on Our website: [Make a Complaint \(tomato.energy\)](#).
- 20.3 If You need independent advice at any time You can contact Citizens Advice by phone on 03454 040506 or visit their website at citizensadvice.org.uk/energy/. Their service is free, independent and confidential. Or if You live in Scotland, You can contact Advice Direct Scotland by visiting their website, <https://energyadvice.scot/> or contact them by phone on 0808 196 8660.
- 20.4 When You submit a formal complaint, We will do everything in Our power to resolve the issue. If We cannot find a mutually acceptable solution, We will write to You to explain Our position and Our best offer. This is known as Deadlock Letter. In the event of You not wanting to accept the suggestion in the Deadlock Letter, or if the issue has dragged on for more than eight weeks, You can then refer the issue to the Energy Ombudsman.
- 20.5 You can contact the Energy Ombudsman by phone on 0330 440 1624, by email at osenquiries@os-energy.org or through their website, www.ombudsman-services.org/energy.html. Alternatively, You can write to them at Ombudsman Service: Energy, PO Box 966, Warrington, WA4 9DF;

- 20.6 The Ombudsman will undertake a full review of Your concerns and of the actions that Tomato Energy took in order to try to get to a resolution. This is a free and independent service. Their decision is binding for Us but not for You. More information on Your rights can be found in the 'Know Your Rights' document on the Citizens Advice website.
- 20.7 This Supply Contract (and any dispute or claim) (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales. Subject to clause 20.1, each party irrevocably agrees that any disputes or claims (including non-contractual disputes or claims) arising out of, or in connection with, this Supply Contract or its subject matter or formation, shall be determined exclusively by the courts of England and Wales.

21) Severance

- 21.1 If any provision or part-provision of the Supply Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Supply Contract. If any provision or part-provision of this Supply Contract deleted under this Clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22) Your Rights of Cancellation

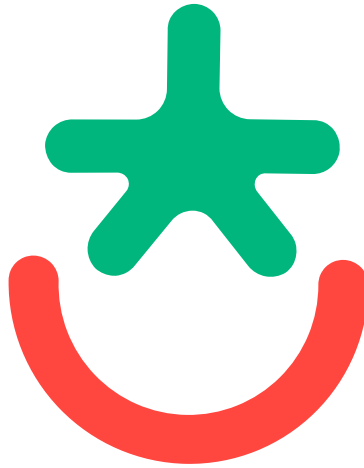
- 22.1 Where You have agreed a formal Supply Contract with Us, You may cancel it via email or on Our website at any time within the 14 calendar day cooling-off period following the date You submitted Your Application to switch to Us.
- 22.2 Because of Faster Switching, You may choose to waive waiting the cooling-off period to change electricity supplier. If You choose to waive Your cooling-off period Your electricity supply switch should take place within 5 working days.
- 22.3 If We currently supply electricity to the Premises and You cancel Your Supply Contract with Us, We will continue the supply under Our Deemed Contract until a new supplier to the Premises is appointed or You enter into a new formal Supply Contract with Us.
- 22.4 If You cancel Your Supply Contract with Us within the cooling off period, You will be liable for any charges You incur for Your supply between the Supply Start Date until the date Your new contract starts.

23) Green Deal

- 23.1 These extra conditions apply if there is a Green Deal Plan attached to Your Premises.
- 23.2 You agree to pay Us the Green Deal Charges for Your Premises from the date that We begin supplying electricity to Your Premises, whether under a Deemed Contract or a formal Contract. We will collect these charges through Your electricity bill.
- 23.3 You agree to pay the Green Deal Charges for Your Premises even if You did not enter a Green Deal Plan Yourself, for example if Your landlord or a previous owner or occupier entered into a Green Deal Plan for Your Premises.
- 23.4 Green Deal Charges are separate from any charges for the electricity You use. Our Tariff prices do not include Green Deal Charges, and these will be added to Your bill separately.
- 23.5 We will send Your Green Deal Charges to the relevant Green Deal Provider on Your behalf.
- 23.6 We will tell You what Your Green Deal Charges will be before We start taking them. You can see what Green Deal Charges You pay by looking at Your electricity bill or Statement of Account.
- 23.7 You agree to pay Your Green Deal Charges through the same Payment Method which You choose to pay for Your electricity.
- 23.8 If You do not pay Your Green Deal Charges, We will have the same rights as if You owe Us any other amounts under these Terms and Conditions or under a Deemed Contract with Us.
- 23.9 If You owe Us any money which includes Green Deal Charges and We receive a part payment from You, We will pay off the Green Deal Charges in proportion to the overall debt.
- 23.10 We can collect information about You to manage Your Green Deal Plan, for example Your name, contact details and information about the electricity supply at Your Premises. We can also get this information from Your Green Deal Provider or others involved in Your Green Deal Plan. We may share the information We hold on You with others involved in Your Green Deal Plan, including the Secretary of State.
- 23.11 If You change Your energy supplier, Your responsibility for paying the Green Deal charges still continues and Your new supplier will take over collecting these from You with effect from the date that You leave Us.

24) Safety and Emergencies

- 24.1 You must tell Your DNO immediately if You become aware of any matter or incident which relates to;
- 24.1.1 Electricity transmission between the transmission grid and Your Premises;
 - 24.1.2 The supply from the transmission grid, availability or quality of Your electricity;
 - 24.1.3 Maintenance of any Supply lines;
 - 24.1.4 Danger or requires urgent attention regarding the supply or distribution of electricity.
- 24.2 If You have caused a stoppage, limitation or disconnection then You may have to pay a reasonable charge to restore Your electricity supply.



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