

# **Brilliant Energy Terms and Conditions for the Supply of Domestic Electricity and Gas**

## **What you need to know about joining Brilliant:**

### **1. Our Contract**

**1.1** This Contract is for the Supply of electricity and/or gas by us, Brilliant Energy Supply Limited, a company registered in England and Wales (Company Number 09263540) whose registered office is at One Canada Square, Canary Wharf, London E14 5DY ("**Brilliant Energy**") to you as a customer.

**1.2** When you have joined Brilliant Energy you are either:

(a) a customer who is being supplied with energy by Brilliant Energy;

(b) the owner and/or occupier where the supply is being taken from Brilliant Energy; or

(c) the secondary account holder who has been granted permission to being added to the main account member's account.

**1.3** Your Contract with Brilliant Energy will begin from the date that it is accepted (except where there is a Deemed Contact in accordance with clause 4).

### **2. Your Responsibilities**

**2.1** You confirm that the following statements are true and correct:

(a) you either own the Property, or you are living at the Property and are responsible for the Supply of gas and/or electricity to it;

(b) you are aged 18 or over and have permission to agree to the Supply of gas and/or electricity from Brilliant Energy to you at the Property; and

(c) there is a connection point for the Supply of gas and/or electricity at the Property.

**2.2** You agree to only use the Supply of gas and/or electricity provided to you for domestic use.

**2.3** You agree to keep the contact details that you have provided to Brilliant Energy (such as your e-mail and contact phone number) up-to-date. Brilliant Energy will use these contact details to keep you up-to-date regarding any relevant information in connection with your account and, where requested, to send you any relevant promotional information.

### **3. The Plans and Tariffs from Brilliant Energy**

**3.1** Your Contract with Brilliant Energy will either be a Fixed Plan or a Variable Plan.

**3.2** If you choose a Fixed Plan you will be on a fixed rate tariff for a fixed term. If you choose a Variable Plan you will be on a variable tariff with no fixed term. You can find further details of our tariffs (including their associated charges) at <https://www.brilliant-energy.co.uk/product-information.php#accordion-labels> or by calling us on 0333 344 2067.

**3.3** If you are on a Variable Plan, Brilliant Energy may increase or decrease the charges you pay. Brilliant Energy will provide you with at least 30 days' notice where any changes to your Contract (including the charges) are proposed.

#### **4. Deemed Contact**

**4.1** A contract is deemed to exist between you and Brilliant Energy if you (i) move into a Property which is Supplied by Brilliant Energy; or (ii) you become responsible for the gas and/or electricity that is Supplied to your Property by Brilliant Energy (a "**Deemed Contract**").

**4.2** If a Deemed Contract comes into existence, you will be moved to the cheapest Variable Plan that Brilliant Energy has at the time the Deemed Contract arises for the type of meter you have.

#### **Making the Switch to Brilliant Energy**

**4.1** When agreeing to switch to Brilliant Energy, you consent to allow Brilliant Energy to contact your current supplier to end your contact with them and then take up this Contract with Brilliant Energy.

**4.2** You are responsible for any debt or outstanding charges that you have to pay to your previous supplier unless Brilliant Energy agrees that it will pay such charges to your previous supplier. In the event that Brilliant Energy pays the charges, you will be liable to reimburse Brilliant Energy for any such amounts.

**4.3** When you switch to Brilliant Energy from your previous supplier, you have 14 days from the day you agree this Contract to change your mind. If you change your mind, please contact Brilliant Energy using the contact details provided and Brilliant Energy will arrange to stop your switch.

**4.4** Brilliant Energy aims to complete your switch and start Supply to you within 21 days from the date you sign up to become a customer. However, there may be a delay to the forecasted timelines due to reasons that are outside of Brilliant Energy's control.

**4.5** Brilliant Energy will contact you to inform you when it expects your Supply to start with Brilliant Energy. The proposed date will be an estimation only and Brilliant Energy may take over your Supply earlier or later than forecast. If this occurs, you will be charged by Brilliant Energy from the actual date that Brilliant Energy begins to Supply gas and/or electricity to you (even if this occurs before the forecasted date).

**4.6** Brilliant Energy may change the start date of Supply for any of the following reasons:

(a) Brilliant Energy has not received all of the required information to complete your switch to Brilliant Energy (including any information required from you) and this information cannot be reasonably sourced by Brilliant Energy from anywhere else;

(b) You have advised Brilliant Energy that you no longer want to switch to Brilliant Energy;

(c) You have asked Brilliant Energy to start Supply at a different date from the date Brilliant Energy has forecasted;

(d) You are connected to a private gas or electricity network, which is not connected to the right distribution network or does not have the correct metering arrangement to enable Brilliant Energy to start Supplying to you;

(e) Your previous supplier prevents Brilliant Energy from taking over your Supply;

**4.7** You consent to provide meter readings when we request them.

## **5. Ending your Fixed Plan**

**5.1** If you change your mind and cancel a fixed term contract within 14 days of signing it you will not incur a termination fee

**5.2** In the event that you leave Brilliant Energy prior to the end of your Fixed Plan (and after the 14 cooling off period), Brilliant Energy reserves the right to a charge Termination Fee (such fee to be notified to you in your Welcome Pack or product renewal documentation)

**5.3** Brilliant Energy will send you a renewal notification between 42 and 49 days before the end of the term of your Fixed Plan. The renewal notification will advise you on what options are available to you to continue your Supply of gas and/or electricity by Brilliant Energy.

**5.4** If you do not notify Brilliant Energy that you wish to make any changes to your Fixed Plan then, at the end of the term of your Fixed Plan, Brilliant Energy will automatically change you to the cheapest Variable Plan available to you at that time. You will remain on this Variable Plan until such a time that you agree another Fixed Plan with Brilliant Energy or change your supplier.

**5.5** If you are moved to the cheapest Variable Plan, you may be charged at higher Unit Prices and standing charges (and such charges are subject to change at any time)

## **6. Ending your Variable Plan**

**6.1** If you are on a Variable Plan you may cancel your Contract with Brilliant Energy at any time without incurring a Termination Fee.

**6.2** If you are on a Variable Plan and Brilliant Energy decides to remove the Variable Plan from all existing customers, Brilliant Energy will move you to the cheapest Variable Plan it has available at that time. Brilliant Energy will give you 30 days' notice of any such change and will provide you with a comparison between the new plan and your previous plan.

## **7. Your Supply**

**7.1** You are responsible for ensuring that your Metering Equipment is not lost, stolen or damaged.

**7.2** If you discover any fault or issues with your Metering Equipment you must contact Brilliant Energy and let it know immediately.

**7.3** Brilliant Energy may install, read, Disconnect, maintain, inspect and repair your Metering Equipment at the Property.

**7.4** Where the Metering Equipment needs repairing or replacing as a result of damage or interference resulting from customer actions, Brilliant Energy may charge you for the reasonable costs it incurs in doing so.

**7.5** Where you consider there to be a fault with your Metering Equipment, you may ask Brilliant Energy to test it. If the Metering Equipment is found not to be faulty, Brilliant Energy may charge you reasonable costs for carrying out the inspection. If Brilliant Energy finds a fault in the Metering Equipment, Brilliant Energy will repair or replace the Metering Equipment at its own cost.

**7.6** You agree that you will give Brilliant Energy, or anyone that may be acting on Brilliant Energy's behalf, safe access to your Metering Equipment on reasonable advance notice where it is required to undertake any activities set out in this Contract. If it is not an emergency, this will be at reasonable times. You agree that if there are any obstruction(s) that prevent Brilliant Energy from accessing your Metering Equipment, you must remove them (subject to it being safe and reasonably practicable to do so). For further information regarding site access please visit our website: <http://www.brilliant-energy.co.uk/legal-information.php#accordion-privacy>

**7.7** If you are using a smart meter to receive Supply, Brilliant Energy can read this without accessing your Property. You agree that:

- (a) Brilliant Energy can remotely update the smart meter;
- (b) Brilliant Energy can move it from credit mode to prepayment mode (and vice versa) or Disconnect or reconnect your Supply (or both). We will provide appropriate notification to you before this will happen.
- (c) Brilliant Energy can use monthly meter read information from the smart meter to work out your bill and then offer you an appropriate tariff and any other products to monitor your energy usage. Brilliant Energy will seek to obtain information monthly;
- (d) if information is to be taken from your smart meter more than once a month, we will gain your express consent for Brilliant Energy to do so;
- (e) the smart meter installed by Brilliant Energy, and the display unit provided in connection with it, both belong to Brilliant Energy (or its agents). You agree not to remove either from the Property without the prior consent of Brilliant Energy; and

**7.8** You will allow Brilliant Energy, the Transporter and Distributor (or any other person authorised by Brilliant Energy, the Transporter and the Distributor) full, free and safe rights of access to the Metering Equipment:

- (a) if Brilliant Energy, the Transporter or the Distributor deems it necessary to stop and/or Disconnect the Supply to avoid danger to life or property:
- (b) at all reasonable times for any other purpose authorised by the Gas Act 1986.

**7.9** Any technician or engineer that attends the Property on the instructions of Brilliant Energy will possess all necessary identification specifying the organisation they work for and will have undertaken all necessary training in order to carry out their instructions.

**7.10** We recommend that you provide Brilliant Energy with an up-to-date meter reading every 90 days (unless you have a smart meter, in which case Brilliant Energy will receive your meter readings automatically).

**7.11** In the event that you own a Credit Meter or Prepayment Meter (and you intend to use that Credit Meter or Prepayment Meter for the Supply of gas and/or electricity), you must ensure that it complies with the following requirements:

- (a) it is fully capable of measuring all energy being Supplied to the Property;
- (b) all required legal and maintenance checks for equipment, pipes and fittings have been carried out; and
- (c) it meets all required industry standards for safety and accuracy.

## **8. General Payments and Charges**

**8.1** You will be responsible for paying Brilliant Energy any monies owed under this Contract. This will include payment of any Debts or charges that have accrued and are outstanding after your Contract with Brilliant Energy has ended. If there is more than one account holder, Brilliant Energy may claim any money owed to us from any of the named account holders (where they are financially responsible for the account). Brilliant Energy reserves the right to recover any Debit from a single named account holder.

**8.2** Brilliant Energy calculates the charges for your energy supply using:

- (a) any gas and/or electricity you have used in kilowatt hours (kWh) based on actual or estimated meter readings;
- (b) standing charges for each gas and electricity supply point; and
- (c) any charges that are applied from the date of Supply of gas and/or electricity.

**8.3** If you use a Credit Meter, you are required to pay the amount that is shown on your bill in accordance with your chosen payment method (please refer to clause 9 below).

**8.4** Brilliant Energy will add VAT to all its charges at the applicable rate.

**8.5** This Contract includes the Brilliant Energy Payment Waiver option. Full details about the Brilliant Energy Payment Waiver option can be found in the Brilliant Energy Payment Waiver addendum at: <http://brilliant-energy.co.uk/helpful-guides.php#accordion-payment-waiver>

## **9. Your Payment Method**

**9.1** You may choose to make a payment using one of the following methods:

**(a) Direct Debit:** You may choose to pay by a Regular Direct Debit or a Variable Direct Debit (see clauses 9.3 and 9.4 below). If you choose to pay by direct debit, Brilliant Energy will agree your initial direct debit with you and confirm this in writing. Brilliant Energy will agree a date with you to collect payments from your bank on a monthly basis and will inform you what the set amount will be each month.

**(b) Paying by Phone:** You may choose to pay by credit card or debit card over the phone by calling our customer service team on receipt of a bill.

**9.2** You may choose to switch to a direct debit during the term of your Contract. If on receipt of your bill you wish to switch to a direct debit, you will need to pay the current bill over the phone.

**9.3** If you choose to pay by **Variable Direct Debit:**

- (a) you will pay in accordance with the bills issued;
- (b) the amount to pay will be shown on your bill;
- (c) where possible, you will contact Brilliant Energy before the direct debit payment is made in the event that you feel your bill is incorrect; and
- (d) any debit or credit balances may be carried forward onto the next bill.

**9.4** If you choose to pay by **Regular Direct Debit:**

(a) the direct debit amount will be fixed based on the amount of energy that Brilliant Energy thinks you will use each year of your Contract. This will be apportioned on a monthly basis. If you are a new customer and this is your first year with Brilliant Energy, Brilliant Energy can increase the Regular Direct Debit amount to cover any additional usage in the winter months, we would always give you 30 days notice prior to any uplift.

(b) Brilliant Energy aims to review your Regular Direct Debit at least twice a year. Brilliant Energy will undertake such reviews to assess whether your Regular Direct Debit amount needs to be increased or decreased; and

(c) Brilliant Energy will only be able to reduce your Regular Direct Debit amount where it receives an accurate meter reading.

**9.5** If you agree to or change to one of our Fixed Plans or Variable Plan for a Credit Meter, or if you are under a pay on receipt of bill in connection with a Credit Meter, a direct debit shall be the default method of payment (unless you expressly opt to pay using an alternative payment method).

## **10. Additional Payments and Charges**

**10.1** You may be required to pay additional charges relating to the following:

- (a) where you request Brilliant Energy to test the accuracy of your Metering Equipment and, on inspection by Brilliant Energy (or its agent), the Metering Equipment is found to be operating within industry limits;
- (b) where the Metering Equipment needs repairing or replacing as a result of damage or interference;
- (c) if, on your request, Brilliant Energy is required to change the position of the Metering Equipment at the Property;
- (d) any charges that Brilliant Energy is required to pass on to you or any Brilliant Energy customer by law or any legal regulatory body (such as OFGEM);

## **11. Payments, charges, and late payments**

**11.1** Please advise Brilliant Energy if you are unable to pay your bill. Brilliant Energy may be able to assist or provide you with resources to seek information or assistance from (including the Brilliant Energy Payment Waiver).

Contact Brilliant Energy on +44 (0) 333 344 2067 or, alternatively, please visit our website at <http://www.brilliant-energy.co.uk/contact.php> for further contact options.

For further information on the options available to you, please visit <http://www.brilliant-energy.co.uk/helpful-guides.php#accordion-payingbill>

**11.2** If you cannot pay your bill on time (or if you anticipate that you may have difficulty paying in the future) please refer to section 14.

**11.3** The amount of your debt can be added to your next bill or Prepayment Meter and the debt can be apportioned to reduce the credit available from each 'top-up'.

**11.4** Brilliant Energy reserves the right to install Prepayment Meters under a warrant of entry without your permission and change your tariff.

**11.5** Brilliant Energy reserves the right to suspend or permanently Disconnect a Supply under a warrant of entry without your permission. This is an action of last resort (please see section 24 regarding our Vulnerable Customers and Priority Services Register).

## **12. Payments and charges-refunds**

**12.1** In order to request a refund, Brilliant Energy requires a current meter reading (please refer to our refund policy set out at <https://www.brilliant-energy.co.uk/legal-information.php#accordion-refund>)

**12.2** Brilliant Energy will process all refunds within 7 Business Days. Brilliant Energy agrees to pay the refund into the bank account you have on file with us (unless otherwise requested).

**12.3** In the event that you switch to another provider, Brilliant Energy will require meter readings from your new supplier in order to issue a final bill and any refund. The closing bill will be sent within six weeks of the supplier transfer or termination of this Contract (whichever occurs earliest).

**12.4** If, following termination of this Contract and issue of your final bill, Brilliant Energy owes you money and you have failed to provide a forwarding address, Brilliant Energy will undertake a track-and-trace process using a tracking company to help locate your address. Upon locating you, Brilliant Energy will inform you that there is credit left on your account.

### **13. Payment Arrangements**

**13.1** In the event that you are struggling to pay your bills, Brilliant Energy can make a Payment Arrangement with you and will estimate usage for your future bills. If you require further information, please visit Brilliant Energy's website at <https://www.brilliant-energy.co.uk/index.php>

**13.2** If you are struggling to pay off debt you have with Brilliant Energy, it can put you on a repayment plan which can be calculated according to your income and outgoings. For more information on managing debt and energy efficiency in your home please refer to Brilliant Energy's helpful guides section of its website: <http://www.brilliant-energy.co.uk/helpful-guides.php#accordion-rights> or contact its customer services team for assistance.

### **14. Online Account Management**

**14.1** To be eligible for an Online Discount, you must comply with the following:

- (a) Brilliant Energy must have a valid email address on file as the main form of communication (including what is specified in (b) below);
- (b) All communication from us will be sent by email. This will include bills, change in prices and other account-related information (including any notices that Brilliant Energy may need to send you or our supply license). This will result in two destinations for communication to be sent: (i) your My BRILLIANT account inbox; and (ii) the email address you provided on creation of your account;
- (c) Your refund requests are made through My BRILLIANT only;
- (d) Any updates or changes in personal contact information are made through My BRILLIANT;
- (e) Should you decide to renew, this will be done through My BRILLIANT only

**14.2** Brilliant Energy monitors your account regularly and reviews the activity to ensure your adherence to the Online Rules. Should Brilliant Energy find that you have not complied, it reserves the right to remove your Online Discount (except where you are unable to use My BRILLIANT due to inaccessibility).

**14.3** In the event that Brilliant Energy removes your Online Discount, you may reactivate it using the 'Tools' section in your My BRILLIANT account. The discount will reflect the periods that the Online Discount is applicable and after it is reinstated and omit any discount for the time that was not applicable.

**14.4** Brilliant Energy reserves the right to change the amount of, cease or withdraw the Online Discount at any time on at least 30 days' notice. This will not apply to any customer who is on a Fixed Plan with Brilliant Energy.

## 15. Moving House

**15.1** When moving from your Property, Brilliant Energy requires a minimum of 2 Business Days' to arrange to end your Contract. The day that you move out of your Property will be the contract end date.

**15.2** Should you fail to notify Brilliant Energy prior to your move, or the new occupier has notified us of their arrival to the Property, your Contract will end two Business Days from the date of notification. This can be advised to us by yourself or the new occupier.

**15.3** An early termination fee would not be charged should you move property.

(a) up to and including your contract end date (as advised by you informing us of your move); and

(b) when another person takes over the responsibility for the Supply (if you have not informed us that you are moving).

**15.4** You must provide a meter reading (except where you use a smart meter) for Brilliant Energy to finalise your account. Brilliant Energy also requires the forwarding address for your new property for it to send your final bill to you. In the event that you do not provide Brilliant Energy with a final meter reading(s), Brilliant Energy will apply the new occupier's readings or apply a reasonable estimated reading(s) to generate your final bill.

**15.5** If you wish to continue with Brilliant Energy at the new property, Brilliant Energy will create a new contract for the new address.

## 16. Cancelling your Contract

**16.1** This clause outlines the circumstances in which Brilliant Energy may charge a Termination Fee for the cancellation of your Fixed Plan. For details of our current fees, please visit: <https://www.brilliant-energy.co.uk/index.php>

**16.2** We will inform you when a Termination Fee will be applicable (including the Termination Fee amount and its conditions) in the event that you decide to termination your Fixed Plan.

**16.3** In the event that you leave Brilliant Energy prior to the end of your Fixed Plan (and after the 14 cooling off period), Brilliant Energy reserves the right to a Termination Fee (such fee to be notified to you in your Welcome Pack or product renewal documentation).

**16.4** In the event that you switch to a new supplier, your new supplier will notify Brilliant Energy of your switch.

**16.5** If you decide to switch from Brilliant Energy, and you have a Prepayment Meter, Brilliant Energy may object to the switch in accordance with the Debt Assignment Protocol if the amounts owed to Brilliant Energy exceed the threshold value of £500 for your overall energy usage. Brilliant Energy may not object to the switch where your new supplier undertakes to pay the amounts owed or you pay Brilliant Energy within 30 Business Days of receiving notice from Brilliant Energy that the switch has been objected to).

**16.6** If you wish to switch to a new supplier and are paying by a method other than through a Prepayment Meter, Brilliant Energy may object to a switch where there is Debt outstanding.

**16.7** Where you decide to switch and there is Debt outstanding, Brilliant Energy will inform you of its objection to the switch and set out its reasons for the objection (including a detailed account of all

sums owed and the steps you must take to settle the Debt). If the Debt is settled within 30 days of the Debt Notice, Brilliant Energy will allow the switch to occur.

## **17. Changes to your Contract**

**17.1** Brilliant Energy will inform you of any changes made to your Contract on 30 days advance notice via email and will make a copy available to you on its website. If you do not have internet access or have opted out of online account management, please request a paper copy from Brilliant Energy and it will post this to you.

**17.2** If you do not agree with the changes imposed by Brilliant Energy, you are welcome to switch to another supplier or start a new plan without paying any Termination Fee(s). This shall not apply if the only change is to your payment method.

**17.3** You will not have the right to terminate your Contract without paying a Termination Fee where the following changes to your Contract are carried out:

- (a) A payment method changes to a direct debit;
- (b) Changes as mandated by OFGEM.

**17.4** Brilliant Energy requires your consent to add another person to your contract as another individual who can make decisions regarding the administration of your account. Brilliant Energy cannot make this person financially liable for your Supply unless Brilliant Energy receives their consent that they wish to be equally responsible for this account. Once confirmed, the change is automatic and Brilliant Energy will amend the contract to include this person who is equally liable for the changes incurred from that date forward.

**17.5** Brilliant Energy will seek to work with customers to ensure that customers with payment difficulties are provided with alternative payment methods, advice on managing their account, energy efficiency, and help in creating affordable repayment plans. Brilliant Energy will take all reasonable measures to avoid a situation in which it considers Disconnection. However, Brilliant Energy reserves the right to suspend or Disconnect your Supply of gas and/or electricity to your Property if you do not pay all amounts owed under an invoice issued by Brilliant Energy. This is an event of last resort and where the Debt is paid, Brilliant Energy will resume the Supply.

**17.6** In the event that Brilliant Energy suspends or Disconnects your Supply, Brilliant Energy reserves the right to request a security deposit prior to reconnecting the Supply. Please visit <http://brilliant-energy.co.uk/helpful-guides.php> (Disconnections Code of Practice) for further information.

**17.7** Suspension or Disconnection of supply can cost, as can restarting or reconnection of the supply. Brilliant Energy reserves the right to request reimbursement for any costs associated with suspension, Disconnection or reconnection of your Supply where the customer is at fault.

**17.8** Brilliant Energy promises to treat its customers fairly in every instance. In the event that you treat Brilliant Energy's employees inappropriately (including verbal abuse or offensive treatment) or place them in violation of any laws, Brilliant Energy reserves the right to terminate this Contract.

## **18. Brilliant Energy's liability**

**18.1** Subject to clause 19.2, Brilliant Energy's liability for any loss or damage that you suffer arising out of or in connection with the Contract is limited to £100,000 for each event or series of events that cause you loss.

**18.2** Brilliant Energy will not be liable for:

(a) any direct or indirect financial loss or damage (including, but not limited to, loss of profit, loss of income, loss of business, loss of contract or loss of goodwill);

(b) any indirect or consequential losses that Brilliant Energy could not have reasonably foreseen at the time the Contract was entered into;

(c) any losses that are caused by your acts, omissions, negligence or default; and

(d) any actions required in connection with Brilliant Energy's Supply Licence (or any other industry regulations or legislation).

**18.3** Nothing in this Contract limits Brilliant Energy's responsibility for death or personal injury caused by its negligence or for fraud.

**18.4** In the event that a Transporter's or Distributor's actions cause you loss or damage, Brilliant Energy's liability shall be limited to the amount that it is able to recover from the Transporter or Distributor in connection with such loss or damage.

**18.5** Brilliant Energy does not guarantee that it can provide the Supply without any interruptions.

## **19. Using personal information**

**19.1** By sharing your personal information with us (verbally or electronically) you acknowledge agreement under our privacy policy located in: <http://brilliant-energy.co.uk/legal-information.php#accordion-privacy>

## **20. Emergencies and Safety**

### **Gas and Electricity Safety Information**

**20.1** If you smell gas, think you might have a leak, or are worried that your gas appliance might be leaking carbon monoxide fumes:

(a) please call the free Gas Emergency Services line on 0800 111 999 and turn off your gas meter. Lines are open 24/7 including bank holidays.

(b) do not smoke, light matches or cigarette lighters, do not switch anything electrical on or off, and do not light any naked flames (such as candles).

(c) open all windows and doors to allow air to circulate.

**20.2** It is important that all of Brilliant Energy's customers are aware of the dangers of carbon monoxide and gas leaks. Carbon monoxide is an odourless and colourless gas that can often come from faulty gas appliances or incorrectly installed appliances. Some early signs of carbon monoxide poisoning include tiredness, drowsiness, headaches, pains in chest and stomach pains. Carbon monoxide poisoning can result in long lasting neurological damage or death.

**20.3** Any electricity emergency must be reported to your local electricity distributor. Please call National Grid 0800 40 40 90

**20.4** Brilliant Energy reserves the right to limit or restrict the Supply if Brilliant Energy has reason to suspect that use of the gas and/or electricity is unsafe.

## **21. Our Complaints Procedure and Your Rights:**

**21.1** Ways to submit your complaint are in person, in writing (posted or electronically) or over the telephone by:

- (a) Calling 03333 44 2067
- (b) Using our online web form at: <http://brilliant-energy.co.uk/legal-information.php#accordion-advice>; or
- (c) Writing to us at: BRILLIANT Energy Supply Ltd., One Canada Square, Canary Wharf, London, E14 SDY.

**21.2** Brilliant Energy's goal is to reply and address the complaint within 5 business days it is received. However, if this does not suit you, please ask for your complaint to be escalated and Brilliant Energy's complaints team will endeavor to respond to you within the next business day to connect with you and address your concern.

**21.3** If Brilliant Energy's complaints team does not resolve your complaint to your satisfaction or eight weeks have passed since the initiation of your complaint, you will receive a final response called a 'deadlock letter'. This letter will detail what has happened with your complaint and what Brilliant Energy has suggested, and give you contact details for the Energy Ombudsman.

**21.4** Our Complaints Process is available at <http://www.brilliant-energy.co.uk/legal-information.php#accordion-advice>

**21.5** There are alternative resources that are available to you free of charge where you may seek advice and learn about your rights as an energy customer. Please seek information from Citizens Advice (<https://www.citizensadvice.org.uk/consumer/energy/energy-supply/>) for current information or call the Consumer Service Line on 03454 04 05 06.

## **22. National Terms of Connection**

**22.1** Your supplier is acting on behalf of your Network Operator to make an agreement with you. The agreement is that you and your Network Operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen for the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection where your Network Operator delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF. You can also phone 0207 706 5137

## **23 .Other conditions:**

**23.1** Brilliant Energy's rights and obligations are not transferrable and assignable under this Contract without your prior consent.

**23.2** You may not transfer or assign your rights or obligations under this Contract to a third party without Brilliant Energy's prior consent (such consent not to be unreasonably withheld or delayed).

**23.3** Should Brilliant Energy fail in its ability to provide you with a Supply of service, OFGEM may give a 'Last Resort Supply Direction' which will provide you with a new supplier without any interruption in service.

**23.4** Any notice or other communication given to you under or in connection with this Contract shall be in writing and shall be:

- (a) delivered by hand or by first-class post or other next working day delivery service; or
- (b) sent by email to the address provided by you when this Contract was entered into.

**23.7** The laws of England and Wales or Scotland apply to this Contract (depending where your property is) and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract.

**23.8** A failure or delay by Brilliant Energy or you to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

**23.9** If any clause of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant clause shall be deemed deleted. Any modification to or deletion of a clause shall not affect the validity and enforceability of the rest of this Contract.

**23.10** This agreement constitutes the entire agreement between you and Brilliant Energy and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between each other, whether written or oral.

#### **24. Priority Services Register:**

**24.1** Our Priority Services Register allows customers to get extra help and support with their energy Supply. It also prohibits any Disconnection of Supply during the winter months (1 October — 31 March).

**24.2** You may be eligible to sign up for the Priority Services Register if you or someone in your household due to their personal characteristics or otherwise being in a vulnerable situation, may require priority services. These could include, but are not limited to ,being:

- (a) of pensionable age;
- (b) a customer with a disability, chronic or long-term illness;
- (c) are deaf or hard of hearing; or
- (d) a child under the age of 5.

Brilliant Energy recognises that you may need additional short-term support as a result of life changing events such as bereavement, relationship breakdown, job loss, recovery from hospital treatment or if you are living independently for the first time. If you would like to join the Priority Services Register for any of these reasons please call Brilliant Energy know on +44 (0) 333 344 2067.

**24.3** The following help and support can be provided by Brilliant Energy:

- (a) free annual gas safety checks;
- (b) alternative methods of communication (for example large print bills and braille bills);
- (c) an authorised representative to handle your account; and
- (d) free quarterly meter read visit.
- (e) Other Services appropriate to your needs where reasonably practicable to provide

**24.4** To be eligible for a free annual gas safety check (in accordance with clause 25.3(a) above), you must:

- (a) be the owner of your own home and be in receipt of a means-tested benefit (such as Pension Credit or income support);

- (b) live alone;
- (c) live with adults who are over the age of 60, disabled and/or chronically sick; and
- (d) live with at least one child under the age of five.

## **25. Vulnerable Customers:**

**25.1** Brilliant Energy would like to be able to assist its customers where it can. With that in mind it can offer some additional services to the customers in vulnerable situations such as (but not limited to):

- (a) elderly Customers;
- (b) customers with a disability or chronic illness;
- (c) customers with a vision impairment; or
- (d) customers who may be deaf or hard of hearing.

There are services that Brilliant Energy can offer in order to help make your experience with Brilliant Energy more beneficial to you. For example, you can nominate a relative or friend to manage your energy account on your behalf.

If you would like more information or would like to be included as a vulnerable customer, please give our customer service representatives a call on +44 (0) 333 344 2067. Lines open Mon-Fri 8am-8pm. You can also visit our website for more information: <https://www.brilliant-energy.co.uk/helpful-guides.php#accordion-customers>

## **26. Treating customers fairly**

**26.1** At Brilliant Energy we believe in treating all customers fairly:

- (a) We do this in a way that is right/reasonable,
- (b) by treating all people equally,
- (c) by never allowing personal opinions to influence our judgement.

**26.2** We seek to meet these needs by and ensure that fair treatment is at the foundation of everything we do.

**26.3** To make sure we are treating everyone fairly we commit to these promises:

- (a) to be honest, transparent and professional in everything we do
- (b) To make it easy to contact us
- (c) To act quickly and courteously to resolve all queries

## **27. Industry Theft Risk Assessment:**

**27.1** Under the Theft Risk Assessment Service (TRAS) there may be a need to investigate your information for possible industry theft. If this occurs, Brilliant Energy may be required to share your customer data under the Distribution Connection and User of System Agreement (DCUSA) with TRAS.

For more information about the Industry theft and where to go for advice refer to Ofgem website: <https://www.ofgem.gov.uk/electricity/retail-market/market-review-and-reform/electricity-theft>

**Glossary:**

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Conditions:** The terms and conditions set out in this document (as amended from time to time in accordance with clause 17).

**Contract:** The agreement between you, the customer, and Brilliant Energy for the service and Supply of gas and/or electricity to the Property in accordance with these Conditions.

**Credit Meter:** A meter that is installed on the Property that does not require a top-up in advance for your Supply to be delivered. This also includes smart meters in credit mode.

**Debt:** Any amounts owed by you to Brilliant Energy where 28 days has passed following issue of an invoice by Brilliant Energy.

**Disconnect:** Physically terminating the Supply by severing the connection to your Property on the Distribution Network.

**Distribution Network:** The system of distribution of gas and/or electricity to your Property.

**Fixed Plan:** A fixed rate tariff for a fixed term as entered into in accordance with the terms of this Contract

**Metering Equipment:** The meter and all equipment for measuring and providing information on the gas and/or electricity you use;

**MPAN:** Meter Point Administration Number, being the number allocated to the electricity meter at the Property.

**MPRN:** Meter Point Reference Number, being the number allocated to the gas meter at the Property.

**Network Operator:** The local electricity distributors and gas transporters that manage the Distribution Networks.

**OFGEM:** The Office of Gas and Electricity Markets, being the regulator of the gas and electricity markets in Great Britain.

**Payment Arrangement:** An agreement to pay any outstanding Debt to Brilliant Energy within a period of time for a particular sum on a specified date.

**Property:** The address that you have requested that Brilliant Energy Supplies electricity and/or gas to. This is identified by industry registered meter numbers known as the MPRN and MPAN.

**Regular Direct Debit:** Means a direct debit set up in accordance with the terms of clause 9.4.

**Supply:** The physical supply of gas and/or electricity from Brilliant Energy to you via Brilliant Energy's distribution methods.

**Supply License:** Brilliant Energy's licence to supply electricity and gas as granted pursuant to the Electricity Act 1989 and Gas Act 1986 (as amended).

**Termination Fee:** A fee that Brilliant Energy may charge to you in accordance with the terms of this Contract where the Contract is terminated before the expiry of your Fixed Plan.

**Transporter:** Develop, operate and maintain Gas Transportation Networks

**Unit Prices:** The price we charge you in pence per kilowatt hour (kWh).

**Variable Direct Debit:** Means a direct debit set up in accordance with the terms of clause 9.3.

**Variable Plan:** A variable tariff with no fixed term as entered into in accordance with the terms of this Contract