

## **Brilliant Energy Terms and Conditions:**

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

1. Welcome to Brilliant Energy Supply Limited. We are located at:  
**One Canada Square, Canary Wharf, London E145DY**

1.1. When you join Brilliant Energy you are either a customer who is taking a supply of energy from us, are the owner/occupier where the supply is being taken from us or you are the secondary account holder who has been granted consent to being added the main account members account.

1.2 The contract is between you and Brilliant Energy.

1.3 Your contract with us will begin from the agreed time that we take over your energy supply or when you take supply from us, depending on which occurs first.

1.4 When we refer to supply, it means the sale from us, Brilliant Energy to you the customer of gas and or electricity via our distribution methods.

1.5 When referring to Working Day, this means Monday – Friday, **(excluding Bank Holidays in England and Wales)**.

1.6 You must be age 18 and over to be eligible to sign up to our contract.

### **2. Your Responsibilities:**

2.1 You must confirm that you either own your property or you are living at the property in which you will take your supply from Brilliant.

2.2 That you have permission to sign up for energy supply with Brilliant for the property you are living at.

2.3 That there is a connection point for the service we are providing you (gas and/or electricity), at the property you are living at

2.4 You will only use the energy supply provided to you for domestic use.

(a) If you're not using the supply for domestic purposes we can automatically move you onto what we consider is the appropriate non-domestic tariff and the terms and conditions of that tariff will apply instead of this contract.

2.5 You need to ensure that any contact details you provide, i.e. your email and contact mobile number are kept up to date as we will need to keep you up to date in relation to any information on your account and where requested to send you any promotional information being sent.

### **3. The Plans and tariffs for Brilliant Energy**

3.1 Your contract with Brilliant Energy will either be a fixed plan.

3.2 If you choose a fixed plan you will be on a fixed term and/or a fixed rate tariff, You can find further details on our tariffs in our terms and conditions here:

<http://www.brilliant-energy.co.uk/product-information.php#accordion-labels>

3.3 If you are on a variable rate plan we may increase the charges you pay however you will be provided 30 days' notice of any changes to your contract.

3.4 While you are on your fixed plan you can cancel your contract with us within the cooling off period, which is 14 days from signing up with us and you will not incur any penalties.

**3.5** When you come to the end of your fixed term contract you will automatically roll onto the suppliers cheapest Standard Variable Tariff.

**3.5** If you are on a variable plan you can cancel your contract with us at any time and there is no cancellation fee.

(a) If you are on a variable plan and the company has made a business decision to remove it from all existing customers, we will endeavour to move you to the next cheapest plan we have available.

(b) While you are on a variable plan you can switch to another supplier at anytime without exit fees.

**3.6** Deemed Contact:

(a) A deemed contact is an example of a contract that is between you and ourselves, even though you have not actively contacted us, but you are using the supply provided to you at your home.

(b) If this happens then you will be moved to the cheapest variable plan we have at that time for the type of meter you have.

#### **4. Making the Switch to Brilliant Energy:**

**4.1** You consent to allow us to contact your current supplier to end your contact with them and then take up a contract with us.

**4.2** You are responsible for any debt or outstanding charges that you have to pay to your previous supplier, unless we have agreed with you that we will take on said amounts owed to your previous supplier. You will then be liable for any outstanding amounts to Brilliant Energy.

**4.3** We will look to complete your switch over to Brilliant Energy and start supply to you within set Guidelines with usually takes 2-3 weeks, however any delay to set time lines could be due to reasons that are outside of our control.

**4.4** We will contact you to advise you when we expect your supply to start with us, however as this is an estimation only. You could be charged for your supply before or after the date provided.

**4.5** We can also change the start date of supply for the below reason:

(a) We have not received all required information to complete your changeover to Brilliant Energy including information required from yourself.

(b) You have advised us that you no longer want to stay with Brilliant Energy

(c) You have asked us to start supply at a different date from the date we have advised

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

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

**5.1** Each year we will send you a renewal notification which will be between 42 and 49 days' in advance of your renewal and it will advise you on what options are available to you.

**5.2** If you decide to go onto another fixed plan with us we will start you on the new plan on an agreed date.

**5.3** If you do not notify us that you wish to make changes to your fixed plan then we will automatically change you to the cheapest variable plan that is available to you. Until such a time as you advise us on what fixed plan you want to move to, or that you are changing supplier. This is done in accordance with regulations under Ofgem.

**5.4** If you are moved the cheapest variable plan you may be charged at higher unit prices and standing charges, and these charges are subject to change at any time. We will always give you 30 days' notice if we decide as a business to increase the variable Tariff you are currently on.

**6. Access to your Property and your Meter:**

**6.1** There are two types of Meters:

- (a)** Credit Meter
- (b)** Prepayment Meter

**6.2** A credit meter is a meter that is installed on your property that does not require a top up in advance of your supply to be delivered. This will also include a smart meter in credit mode.

**6.3.** A Prepayment Meter is a meter that will require a top up to be made in advance in order for you to receive your energy supply. This will include a smart meter in prepayment mode.

**6.4** It is your responsibility to make sure that you have the correct credit or prepayment meter installed that meet all below listed requirements:

- (a)** It is fully capable of measuring all energy being supplied to your home
- (b)** That all required legal and maintenance checks for equipment, pipes and fittings are carried out
- (c)** That the meter is suitable and is meeting all required industry standards for safety and accuracy.

**6.5** You are the person who is responsible for making sure that your metering equipment is not lost or stolen or damaged and in this contract with Brilliant Energy. The metering equipment is referred to as all equipment that is required to operate you meter.

**6.6** If you discover any fault or issues with your meter you must contact us and let us know immediately.

**6.7** Brilliant Energy will be allowed to install, read, disconnect, maintain and repair any metering equipment.

**6.8** We will pay the costs in connection with repairing, replacing, inspecting the metering equipment on your property. ***(for example, if you are changing your payment method – please see section 10 below)***, with the exception if loss or damage or if you require additional work such as repositioning of the meter or additional works.

**6.9** You agree that you will give Brilliant Energy or anyone that may be acting on our behalf safe access onto your property and access to all metering equipment. You will also agree that if there is any obstruction(s) that is preventing us from accessing your metering equipment, you must remove them. For further information regarding site access please visit our website:  
<http://brilliant-energy.co.uk/legal-information.php#accordion-site>

**6.10** If you are in possession of a smart meter we can read this without accessing your property, you must agree that:

- (a)** We can remotely update and repair it
- (b)** We can move it from credit mode to a prepayment mode or disconnect your supply (or both). We will notify you however before this will happen.
- (c)** We can use any 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 will look to gain this information on a monthly basis,
- (d)** If when asked you agree to have information taken from your smart meter more than once a month you must explicitly confirm that you agree to this.
- (e)** If when asked you disagree to have information taken from your smart meter more than once a month, then you must explicitly confirm that you do not agree to this.

**6.11.** We the supplier may require access to service, collect information from or even repair the equipment used to supply gas and/or electricity to your property. It is our responsibility and we reserve the right to gain access to the property with advance notice, unless deemed as an emergency. Access for authorised persons:

**6.12.** You will allow us, the Transporter, Distributor or any other person authorised by the Transporter, Distributor or us full, free and safe rights of access to your Premises

(a) At all time if the Transporter, Distributor or we think it is necessary to stop and/or disconnect the supply to avoid danger to life or property: and

(b) At all reasonable times for any other purpose authorised by the Gas act 1986

<http://www.legislation.gov.uk/ukpga/1986/44>

**6.13.** Our promise to you is that our technicians/engineers will possess identification for the organization they work for and have training in the scope of work they will be there to do. For more information regarding site access please visit our Website: <http://brilliant-energy.co.uk/legal-information.php#accordion-site>

## **7. General Payments and Charges:**

**7.1** You will be responsible for paying your Brilliant Energy bill until your contract with us ends, this will include payment of any debts or charges that you have accrued that are outstanding after your contract has ended with us which are not being taken with your new supplier.

**7.2** We calculate the charges for your energy supply using:

(a) Any gas or electricity you have used in kilowatt hours (KWH)

(b) Standing Charges, for each Meter Point Reference Number.

(c) When on a variable plan any charges that are applied from the period that you starting using any energy (gas or electricity)

(d) When you have a credit meter, any meter reading that are update to date and are submitted to us, if you have not supplied this then Estimated meter readings will be required

**7.3** If you have a credit meter, you are required to pay the amount that is shown on your bill in accordance with your chosen payment method – Please see section 8 below.

**7.4** If you have a prepayment meter, you are required to top up your meter in advance to receive your Supply. We will then deduct any charges for any energy supply used.

**7.5** Brilliant Energy will add VAT to all our charges at the applicable rate (*the current rate is 5% for energy use and 20% for any other charges that are imposed*)

## **8. Your Payment Method:**

**8.1** Your options for payment are:

(a) Fixed direct debit. This means you will pay for your energy supply every month by direct debit. Brilliant Energy will advise you the set amount will be each month based on your usage or house size and occupancy.

(b) On receipt of bill: You can choose to pay by credit/debit card over the phone by calling our customer service team. We also have an option for you to pay via BACS. Should your account fall into a Debit you can make a one-off payment at any time.

**8.2** If you sign up to or change to one of our fixed plans or a variable plan for a credit meter, our preferred method of payment is via Monthly Direct Debit we will always set our accounts as this unless specified by yourself to choose a different payment method.

**8.3 If you pay by direct debit:**

(a) If you choose to pay by direct debit, the amount you pay will be shown on your bill

(b) We can carry any debit or credit balances forward onto the next bill.

(c) To ensure your direct debit reflects your usage we recommend that you give us an up to date meter read every 90 days. (unless you have a compatible smart meter in which will receive your readings automatically).

**8.4 If you pay by Fixed direct debit:**

(a) A fixed direct debit amount is based on the amount of energy we think that you will use each year of your contract which is divided by 12 (for each month of the year) and this will be your monthly charge. If you are a new customer to Brilliant Energy and this is your first year with us we can increase the standard direct debit amount to cover any additional usage in the winter months.

(b) We always aim to review your fixed direct debit at least twice a year. This is to make sure that you are paying enough for the energy that you are using or to offer you a reduction to your standard direct debit if you are paying too much.

(c) If we do not receive an accurate meter reading then we may not look to reduce your standard direct debit

**8.5** If you sign up to or change to one of our fixed plans or a variable plan for a prepayment meter, or if you are under a deemed contract with a prepayment meter, you will be required to have a prepayment meter and you will agree by default that you will pay via your prepayment meter.

**8.6** If you don't comply with Brilliant Energy's payment conditions for your chosen plan. Brilliant Energy can:

(a) install a prepayment meter on your property

(b) Advise that you will be moving to a different tariff for prepayment meters

(c) Advise that if you move to a different tariff for prepayment meters that this could cause you to pay higher unit prices or standing charges on this different tariff.

**10 Additional Payments and Charges:**

**10.1** At certain times you may need to pay some additional charges relating to the following:

(a) When testing how accurate your meter is. We will advise what the amount is at the time of testing and will also provide you with a breakdown of the cost if you ask us for one. If it transpires that the

National Measurement Office decides that your meter is operating outside of the statutory limits, we will refund the payment to you

(b) If your meter needs to be repaired or replaced or any part of the equipment associated with the meter, please refer to section 6 and above

(c) If your supply needs to be disconnected or connected

(d) If we need to replace any stolen or lost payment cards or keys (applies only if you have a prepayment meter)

(e) If we or you need to change the position of your meter on your property

(f) Any charges that we are required to pass onto you or any of our customer by law or any legal regulatory body such as OFGEM.

(g) Any cost deemed reasonable that we have had to incur (which also includes administration and costs) as you have failed to meet the terms and conditions of this contract.

**11. Payments and charges-late payments:**

**11.1** Please advise us if you are unable to pay your bill. We may be able to assist or provide you with resources to seek information or assistance from. Contact us at: +44 (0) 333 344 2067 so that we may help. Alternatively, you can connect to our website: <http://brilliant-energy.co.uk/contact.php>, for more options to reach us. For further information, as to options available to you, visit: <http://brilliant-energy.co.uk/helpful-guides.php#accordion-payingbill>.

**11.2** If you don't pay your bill on time or if you anticipate that you may have difficulty paying in the future.

- (a) If you are struggling to pay your bills and would like to set up a payment plan please refer to section 14.
- (b) The amount of your debt can be added to your next bill or Prepayment meter and debt can be apportioned to reduce the credit available from every 'top-up'.
- (c) If your method of payment is Direct Debit, we can charge you for the first missed payment and for future missed payments.
- (d) For cancelled or failed payments, bank charges will be applied and billed to you at cost.
- (e) We reserve the right to install prepayment meters under warrant, without your permission and change your tariff (see section 8.9). (Under warrant from the Magistrates' Court or Sheriff Court in Scotland)
- (f) In accordance with our terms and conditions we reserve the right to suspend or permanently disconnect supply under warrant, without your permission. This would occur after exhausting all other options. (Please see Section 24 regarding our Vulnerable Customers: and Priority Services Register)
- (g) We reserve the right to charge you 4% interest per annum above the current Bank of England base rate. This will be charged on the overdue amount owed until the amount is paid in full with interest added to the principal debt.

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

**12.1** In order to request a refund, we require a current meter reading (Please refer to our refund policy noted on our website: <http://brilliant-energy.co.uk/legal-information.php#accordion-refund>)

**12.2** The time for processing refunds is 7 business days, once accepted to our system. If you have an arrangement with us, this timeframe can change. We shall pay it into the bank account you have on file with us, unless otherwise requested.

**12.3** Should you switch to another provider, we will require meter readings in order to issue a final bill and any refund. The closing bill will be sent within the six weeks of the supplier transfer or termination.

#### **13. Payment Arrangements:**

**13.1** In the event that you are struggling to pay your bills we can make a payment arrangement with you and will estimate usage for your future bills. If you require further information, please contact our contact centre team on T : +44 (0) 333 344 2067

**13.2** If you are struggling to pay off debt you have with Brilliant Energy we 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 our helpful guides section of our website: <http://brilliant-energy.co.uk/helpful-guides.php> or contact our customer services team who can help you.

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

**14.1** Online Discount may be applicable to some products to customers who manage their account online. These will be outlined in your individual product Terms as well as those that are listed below.

**14.2** Should you be eligible for the Online Discount you are agreeing to the following Online Rules:

- (a) We will have a valid email address on file as the main form of communication from us, including what is mentioned in B) below.
- (b) All communication from us will be sent electronically. This will include bills, change in prices and other account-related information (this will include notices that we may need to send you or our supply license). This will result in two destinations for your communication to be received by you, in your My BRILLIANT account Inbox or the email address you provided us to create your account.
- (c) Your meter readings will be submitted to us when prompted either when your supply goes live or at the end of every three months thereafter using My BRILLIANT only (unless you have a smart meter).
- (d) Your refunds request is made through My BRILLIANT, alternatively contact one of your customer service team who can assist.

- (e) Any updates or changes in personal contact information are made through My BRILLIANT.
- (f) Should you decide to renew this will be done through My BRILLIANT or by contacting of our customer service team.
- (g) Your sole use of My BRILLIANT to inquire or obtain account information (Includes: Tariff Rates, Statements, Charges and Usage).

**14.3** We monitor your account regularly and will review the activity to ensure that your adherence to the Online Rules. Should we find that the you have not complied, we reserve the right to remove your Online Discount. The exception to this matter would be in the inability to use My BRILLIANT due to inaccessibility or the system was not working properly.

**14.4** Should we remove your Online Discount it can be reactivated through the 'Tools' section in your **My BRILLIANT**. 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.

**14.5** We reserve the right to change the amount of the Online Discount, cease or withdraw this offer any time. This will not apply to any customer who is on a fixed term contact with Brilliant Energy.

#### **15. Moving House:**

**15.1** When moving from your home, we require a minimum of 2 business days' notice before you move to generate the end of your contract. The day that you move out of your property will be the end date.

**15.2** Should you fail to notify us 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** Your responsibility will be to pay for all respective charges:

- (a) Up to and including your contract end date, as advised by you informing us of your move.
- (b) When someone else takes responsibility for the supply, if you have not informed us that you are moving.

**15.4** The submission of meter readings is mandatory (with exception of Smart Meters which can be read remotely) in order to finalise your account. We also require forwarding information to the new property for us to send your final bill to you. In the event that you do not provide us with a final meter reading(s), we 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 us at the new property, we will create a new contract for the new address and cancel your previous contract for the old property. This will effectively be in agreement with sections: **2,3** and **4**.

#### **16. Cancelling your contract:**

**16.1** Section 16 explains when we may request reimbursement for Termination Fees for each fuel (gas/electricity) that is supplied to your property. For details of our current fees, please visit: <http://www.brilliant-energy.co.uk/product-information.php#accordion-labels>  
As guaranteed, we will share with you when a Termination. Fee will be applicable to any plan you decide to switch to.

**16.2** Should you leave Brilliant Energy after the 14 day cooling off period of your Fixed contract, we reserve the right to charge exit fee's related to your account, sent to you in your Welcome Pack or product renewal documentation.

**16.3** Should you determine that you do not want to stay on a Fixed Plan and terminate that contract, Ofgem requires us to place you onto the cheapest Variable Plan.

**16.4** We do not require you to advise us if you have decided to switch away from us as your new supplier will notify us of this as it is a standard requirement by the regulator, Ofgem.

**16.5** Should your direct debit be cancelled during your contract we reserve the right to end your contract early and place you on the cheapest Variable Plan according to Ofgem's regulations.

**16.6** If you decide to switch from Brilliant Energy and you have a prepayment meter, we can object to the switch in accordance with Debt Assignment protocol if your debt exceeds the threshold value of £500, unless your new supplier agrees to take on the debt or you pay us within 30 working days of receiving notice that we have blocked your switch. If you are paying by any method other than via a prepayment meter, we can block a switch for any amount of debt.

**16.7** Should you decide to switch and there is debt outstanding, we may advise you that we are objecting to the switch. However, if the debt is resolved within 30 days, we'll continue with your usual charges and allow the switch to progress.

## **17. Changes to your contract:**

**17.1** You will receive notification if any changes have been applied to your contract and make a copy available to you on our website. If you don't have internet access, we will post a paper copy to you, please request this from us.

**17.2** Should any contractual changes made be unfavourable to you, we will provide you with 30 days advance notice to advise you. If you are not agreeable to these changes, you are welcome to switch to another supplier or start a new plan without paying any termination fee(s).

**17.3** Noted below are conditions that we do not see as unfavourable:

- (a)** Payment method change: Standard Direct Debit.
- (b)** Additional Charges Increase (Under Section 10)
- (c)** Moving you to a Variable Plan in agreement with this contract.
- (d)** Changing or ceasing any benefits in agreement with this contract (Such as the Online Discount).
- (e)** VAT increases that you pay.
- (f)** Changes made to the contract as mandated by Ofgem, the regulator.

**17.4** We require your consent to add another person to your contract as another individual who can make decisions regarding the administration of your account. We cannot make this person financially liable for your supply unless we receive their consent that they wish to be equally responsible for this account. Once confirmed, the change is automatic and 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. We will take all reasonable measure to avoid a situation in which we consider disconnection. However, we reserve the right to suspend or disconnect supply of fuel to your property if the bill is not paid in time. As soon as payment has been processed, we will resume the supply.

**17.5** In the event that we suspend or disconnect supply, we reserve the right to request for a security deposit prior to reconnecting supply, please see check out website for further information: <http://brilliant-energy.co.uk/helpful-guides.php> under our Disconnections Code of Practice.

**17.6** Suspension or disconnection of supply can cost, equally so for the restarting or reconnection of supply. We reserve the right to request reimbursement for the interruption of your supply.

**17.7** We trust that our commitment to Treat Our Customers Fairly will be reciprocated in every instance. Should our staff be treated inappropriately or if the treatment towards our staff is in violation of any laws, regulations through actions of verbal abuse or offensive treatment, we have the right to terminate this



contract.

**18. Our liability:**

**18.1** We have included relevant areas of liability that we as your supplier are bound to by law.

**18.2** We are limited to £10,000 for each separate event that we are directly responsible for, of £10,000 in total for any related series of events that we are directly responsible for, resulting in loss or damages. This liability will include negligence and breach of statutory duty.

**18.3** What we are not liable for is loss or damages that we as your supplier could not foresee at the time that you entered this contract, resulting in an infringement of this contract. This liability will include negligence and breach of statutory duty.

**18.4** Should we be liable for a loss occurring from a Gas Transporter or Electricity Distributor, our liability (negligence and breach of statutory duty included), is limited to the amount that we are entitled to recover in your name. (We will act as proxy to you in contest with either the transporter or distributor in this regard)

**18.5** Should we be mandated to take action under our Gas and Electricity Supply License or any other regulations that are contractually bound to under our license contract, we then will not be liable for these actions and will not be in violation of this contract.

**18.6** There is no guarantee that we can provide that the supply will not have 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 safety Information:**

**20.1** Gas Emergency; If you smell gas, think you might have a leak, or worried that your gas appliance might be leaking carbon monoxide fumes, please call the free Gas Emergency Services line on 0800 111 999. Lines are open 24/7 including bank holidays.

**20.2** Think you have a gas leak?

- (a)** Smell gas – Call the free Gas Emergency Services line immediately on 0800 111 999.
- (b)** Turn off your gas supply at your meter – in newer homes the valve will be located at meter box. In older homes search under the stairs, under the kitchen sink or in the garage to locate the valve.
- (c)** Do not smoke, light matches/ cigarette lighters, don't switch anything electrical on or off and put out any naked flames like candles.
- (d)** Open all windows and doors to allow air to circulate.

**20.3** It is important that all our customers are aware of the dangers of carbon monoxide and gas leaks:

- (a)** Carbon monoxide is an odourless and colourless gas that can often come from faulty gas appliances or incorrectly installed appliances,
- (b)** Some early signs of carbon monoxide poisoning are: tiredness, drowsiness, headaches, pains in chest and stomach pains.
- (c)** Carbon monoxide poisoning can result in long lasting neurological damage or death

**20.4** Any electricity emergency must be reported to your local electricity distributor by calling 105 for your local office. If you smell Gas or have a Gas emergency please call 0800 111 999 Please refer to:

<http://brilliant-energy.co.uk/helpful-guides.php>

**20.5** Mindful use of your supply is insisted. You cannot endanger persons or property which can harm or interrupt the gas supply of your property.

**20.6** We reserve the right to limit or restrict the supply if we have cause to suspect use that is unsafe or by any legal or other requirement that is binding on us.

**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** if you pay monthly for your fuel.
- (b) Calling **03333 44 2067** if you have a prepayment meter.
- (c) Using our online web form at:  
<http://brilliant-energy.co.uk/legal-information.php#accordion-advice>
- (d) Write to us at: **BRILLIANT Energy Supply Ltd., One Canada Square, Canary Wharf, London, E14 5DY.**

**21.2** Our goal is to reply and address the complaint on the same day it is received. However, if this does not suit you, please ask for your complaint to be escalated and our complaints team will respond to you within five business days to connect with you and address your concern.

**21.3** If our complaints team doesn't 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's happened with your complaint and what we've suggested, and give you contact details for the Energy Ombudsman. They're an independent organization who you can ask to pick things up for you for free. If they decide that we should do something for you, we legally have to do it (but if they think there's something you should do, you don't have to go with their decision). <https://www.ombudsman-services.org/>

**21.4** Our Complaints Process is available here:  
<http://brilliant-energy.co.uk/legal-information.php#accordion-advice> under the legal information section on our website

**21.5** There are resources that will not cost you anything to 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: 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 (NTOC) 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, or see the website: <http://www.connectionterms.org.uk/>

**23. Other conditions:**

**23.1** Our rights and obligations are transferrable under this contract without your permission. However you cannot transfer your rights or obligations under this contract to anyone without consent.

**23.2** Should we fail in our ability to provide you with supply of service, Ofgem may give a 'Last Resort Supply Direction' which will provide you with a new supplier without any interruption in service.

**23.3** Any notice that we need to communicate to you regarding this contract will be in the form of personal hand delivery, postal or electronic delivery based on the information shared to us when the contract was generated.

**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<sup>st</sup> October – 31<sup>st</sup> March)

**24.2** You may be eligible to sign up for the Priority Services Register if you or someone in your household are;

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

We also recognise 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 living independently for the first time. If you would like to join the register for any of these reasons please let us know.

**24.3** To register for the Priority Services Register call +44 (0) 333 344 2067

**24.4** The following help and support can be availed of;

- (a) Free annual gas safety checks,
- (b) Different ways of communicating with you, for example large print bills and braille bills.
- (c) Authorised representative to handle your account.
- (d) Quarterly meter read visit.

**24.5** To be eligible for a free annual gas safety check, please note the following;

- (a) You must be the owner of your own home and get a means tested benefit such as Pension Credit or income support
- (b) You live alone
- (c) You live with adults who are aged over 60, disabled and or chronically sick.
- (d) You live with at least one child under the age of five.

## **25. Vulnerable Customers:**

**25.1** We at Brilliant Energy would like to be able to assist our customers where we can. With that in mind we can offer some additional services to customers in vulnerable situations such as but not exclusively the following:

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

There are services we 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, Sat 9am-5:30pm. You can also visit our website for more information. <http://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 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, we 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 our website (link will need to be added here once it is created)

**Glossary:**

**Arrears:** Any sums not paid by you to us by the Due Date

**Charges:** All charges, including the Prices and third-party charges, such as meter operator charges, any Deemed Charges and any applicable taxes and levies reasonably attributable to you.

**Change of Tenancy:** The letter we send to customer who move into Property We Supply, setting out the Unit Charges and Standing Charges for your Supply and explaining the principal terms of the Deemed Contract.

**Confirmation Letter:** Outlined in this document are the Unit Charges and Standing Charges in the Supply and an explanation of your right to cancel this contract in the Cooling Off Period.

**Cooling Off Period:** The period during which you may cancel the Contract. This is a 14-day window from the confirmation of registration to switch to Brilliant Energy's Supply.

**Contract:** An agreement between you, the Customer, (person deemed responsible for the meter at the Supply address) and Brilliant Energy, the Supplier, (company providing you with the supply of fuel to the meter at the Supply address) for service and supply of fuel to the Property you requested we Supply for domestic use. By agreeing to the terms of this Contract, you understand that we

**Deemed Charges:** The unit price and standing charges we'll charge you if you're on a Deemed Contract or if you have terminated you Contract with us.

**Deemed Contract:** Where we supply energy to a Property, without there being an agreed contract between us, we'll supply you under a Deemed Contract as described in paragraph 8 of Schedule 2B of the Gas Act 1986 or paragraph 3 of Schedule 6 of the Electricity Act 1989.

**Domestic Customer:** A Customer who we Supply at Property where the Supply is used for completely or mainly domestic purposes.

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

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

**Dual Fuel Customer:** Supply of fuel is for both gas and electricity.

**Estimated Annual Consumption (EAC):** The estimated consumption of electricity and/or gas in a year.

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

**MPRN:** Meter Point Reference Number, the number associated to the gas meter to the Proper

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

**National Terms of Connection (NTC):** The Contract with us as your Supplier acting as your representative to the Network Operator. This agreement is governed by the National Terms of Connection and we as your

Supplier have agreed to uphold the conditions outlined in the terms listed by the NTC. If you would like a copy of the National Terms of Connection, please contact Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF. Alternatively, you can call them at: 0207 706 5137 or view their website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk) .

**OFGEM:** The Office of Gas and Electricity Markets who regulate the gas and electricity markets in Great Britain. Also known as the Regulator.

**Payment Arrangement:** An agreement to pay any outstanding debt within a period of time for a particular sum on a specified date to address arrears accumulated for fuel supplied to your Account.

**Property:** The supply of electricity and/or gas to a specific address. This is identified by industry registered meter numbers known as the MPRN and MPAN.

**Related Meters:** This is where there are two or more meters that Supply the same customer and are located at the same Property.

**Relevant Industry Bodies:** Including but not limited to: OFGEM, Citizens Advice Bureau, Department of Energy and Climate Change, The Ombudsman,

**Supply:** The physical supply of Gas or Electricity or Both in this Contract or a Deemed Contract

**Supply Licenses:** A license to supply electricity granted under the Electricity Act 1989 and/or a license to supply gas granted under the Gas Act 1986 (as amended)

**Supply Start Date (SSD):** The first day of which you start to receive your Supply

**Termination Fee:** A fee applied to each fuel in Supply with Brilliant Energy that is terminated in advance of the contract time period may be applied.

**Unit Prices:** The price we charge you in pence per kWh.