

Specific Terms and Conditions for Fixed-Rate Tariff for Micro Business and Small to Medium Sized Business Customers – 12 months contract



These are the specific terms and conditions which relate to your micro business and small to medium sized business customer fixed-rate tariff, they are supplemental to the general terms and conditions for the supply to micro business and small to medium sized business customers (the most up-to-date version of which can be found at goodenergy.co.uk/termsandconditions) (**General Terms**) and set out the additional terms which are applicable to your tariff.

By way of reminder your contract with us comprises the following documents:

- the **General Terms**;
- these specific terms and conditions relating to your tariff or product (including its principal terms) (**Specific Terms**); and
- your welcome pack or application form which includes the Tariff Information Label and a further copy of your principal terms.

Agreed terms

1 Definitions and interpretation

- 1.1** The definition and interpretation provisions of the General Terms shall apply equally to this document. Capitalised terms used but not defined in this document will have the same meaning as set out in the General Terms.
- 1.2** The following capitalised terms shall have the meanings set out below:
- Early Termination Fee** means the termination fee calculated in accordance with clause 6;
- Eligible Area** means the geographic area comprising mainland England, Wales and Scotland, excluding the Channel Islands and the Isle of Man
- Fixed-Rate** means the fixed rate for electricity and/or gas supplies as specified on your Tariff Information Label, comprising a unit rate in pence per kWh and a standing charge in pence per day;
- Fixed-Rate Period** means 12 months from later of the date you apply to receive supplies of electricity and or gas under our fixed-rate tariff in any of the ways set out in clause 3.1 or the date on which you receive supplies of energy from us;
- Product** means an exclusive fixed-rate tariff for the supply of electricity and/or gas known as fixed-rate tariff for micro business and small to medium sized business customers, which is made available by Good Energy on the terms and conditions hereunder; and.
- 1.3** In the event of any inconsistency or contradiction between this document and the General Terms, the terms of these Specific Terms shall take precedence.

2 Definitions and interpretation

- 2.1** In order to take up the Product you must:
- a. occupy a Property within the Eligible Area that is used totally or mainly for nondomestic purposes;
 - b. have the necessary authority to enter into this contract on behalf of the organisation you represent and if you are a partnership you agree that we may claim any money owed to us under this contract from you or any one or more of your partners; and
 - c. receive (or agree to receive) a non-domestic supply of electricity and/or gas from Good Energy.

- 2.2** Good Energy reserves the right to decline any application for the Product and to close the Product to new applicants at any time and for any reason. The Product is subject to availability and may be withdrawn by Good Energy at any time.
- 2.3** The Product is not available to customers whose meter is de-energised (irrespective of whether the corresponding meter point access number (MPAN) or meter point reference (MPR) is recorded as energised or de-energised).
- 2.4** If during the Fixed-Rate Period you cease to satisfy the eligibility criteria set out in clause 2 or if you do not discharge the conditions set out in clause 8 Good Energy may notify you in writing (including by email) that you are no longer eligible for the Product and we may place you onto our default tariff.

3 Term and termination

- 3.1** These Specific Terms in relation to the Product apply from when:
- a. we (or a third party agent acting on our behalf) both agree on the phone or by e-mail or web-chat that we'll supply electricity and/or gas to you under the Product;
 - b. we receive a duly signed application form in respect of the supply of electricity or gas (or both) to you under the Product and we have indicated our acceptance to you in writing; or
 - c. for website applications, once you have clicked to agree that you accept these Specific Terms.
- 3.2** If we already supply your property and you didn't enter a contract with us in any of the ways described in clause 3.1, these Specific Terms won't apply to you.
- 3.3** These Specific terms apply until (and including) the end of the Fixed-rate Period or any earlier date on which you (or we) end or change your tariff or you do not meet the eligibility criteria.

4 Our prices and charges during the fixed-rate period

- 4.1** Subject to clauses 4.2 below, for the duration of the Fixed-Rate Period, the price you will pay for electricity and/or gas supplies shall be calculated according to the Fixed-Rate for your area, meter type and/or payment method.
- 4.2** The Fixed-Rate is:
- a.** subject to any changes in the rate of VAT and/or CCL chargeable in respect of the electricity or gas we supply; and
 - b.** any additional charges that Good Energy incurs in connect with the supply of electricity to You as a result of the Targeted Charging Review that is being carried out by Ofgem, which may be passed on to you; and
 - c.** honoured by Good Energy provided that it is not prevented from doing so by any action, anticipated action, order, decision or imposition by any governmental, regulatory, statutory or licensing authority,

5 Our prices and charges after the fixed period

- 5.1** At the end of the Fixed-Rate Period, the Product shall cease and the Fixed-Rate shall no longer apply.
- 5.2** We will send you a written notice before your Product ends, setting out details of the Specific Terms that apply to our default tariff, being the tariff you will automatically move onto in the event that you:
- a.** do not agree to choose a new tariff we offer you; or
 - b.** if you do not switch to a new supplier.
- 5.3** If, within 20 days after the end of your Fixed-Rate Period you or another energy supplier tells us that you are switching energy supplier, and your supply switches within a reasonable time (normally 20 working days); you will stay on the Product until your switch to a new supplier, unless we think it would be cheaper for you to move on to the relevant default tariff for that period. However, we can object to you switching to a new energy supplier if you owe us any charges.

6 Ending this contract before the fixed-rate period

- 6.1** If you can cancel your contract within 14 days of the date your contract starts in accordance with the Cooling Off Period set out in the General Terms, no Early Termination Fee will apply.
- 6.2** You can also cancel your contract at any time, provided that you have paid us any monies you owe us and started receiving electricity or gas (or both) from another supplier.

- 6.3** However in the event you cancel your contract after your Cooling Off Period and before the Fixed-Rate Period (for example by switching to another energy supplier) then Good Energy shall be entitled to charge you the Early Termination Fee in addition to all other fees and charges payable. You may switch to another supplier at any time without notice to us but this does not affect the application of the Early Termination Fee.
- 6.4** The Early Termination Fee is calculated by applying the Fixed-Rate (being your unit charge per Kwh and standing charge) to your estimated annual consumption in our system. The charge is applied to each unit of estimated consumption that we estimate would have been consumed by you for the remainder of your Fixed-Rate Period had you not terminated early.
- 6.5** You agree that the Early Termination Fee represents a genuine pre-estimate of the losses, costs and expenses that we might suffer as a result of the early termination of this Agreement.

7 Moving premises

- 7.1** If you move premises you may be able to transfer the Product to your new premises if you:
- a.** continue to meet the eligibility criteria in clause 2;
 - b.** you let us know that you would like to transfer the Product to your new premises when you tell us about your change of address; and
 - c.** we reach a mutual agreement to continue the Product at your new premises.
- 7.2** If we agree a transfer with you, the prices you will pay for your supplies for the remainder of the Fixed-Rate Period will be the Fixed-Rate prices under your Tariff Information Label applicable to your new premises. Those prices may be different from the prices in your current premises because of regional variations in our prices or a change in metering. We will inform you of any changes in price.
- 7.3** If you don't wish to transfer the Product to your new premises or we are unable to do so, the provisions of clause 8.2 of the General Terms will apply in relation to your transition and in addition we shall be entitled to charge you an Early Termination Fee

8 Customer obligations

- 8.1** You agree that for the duration of the Fixed-Rate Period You will:
- a.** establish and maintain a direct debit instruction at your bank in favour of Good Energy in the amount notified to You by Good Energy (acting reasonably) from time to time;
 - b.** promptly register for and maintain an online account with Good Energy with a valid and up to date email address;
 - c.** submit accurate meter readings from your electricity and/or gas meter(s) at least once in each consecutive period of three months from the date on which the Fixed-Rate Period starts either through your online account or by such other electronic means as Good Energy may accept from time to time; and
 - d.** receive all invoices, statements and other communications from Good Energy by electronic means (including email).
- 8.2** If you receive your electricity supplies through related electricity meters, by applying for the Product you agree to Good Energy becoming the supplier for all electricity meters related to your supply. Good Energy shall be entitled to charge you its standing charge (at the Fixed-Rate) in respect of each related meter.

9 Subsequent ineligibility

- 9.1** You must inform us promptly if you cease to satisfy the eligibility criteria set out in clause 2 during the Fixed-Rate Period. From time to time we may request up to date Confirmation Materials to allow us to verify your continued eligibility for the Product and we will provide you with reasonable notice in which to provide such documents.
- 9.2** In the event that you no longer satisfy the eligibility criteria set out in clause 2, Good Energy may place you from this Product onto its default tariff or its domestic default tariff if this is more applicable.