

# KEY CONTRACTUAL TERMS

Effective from 21<sup>st</sup> May 2018

We've put together this guide to help you get to know the main terms in your contract for the supply of energy by us to you and the collection of Green Deal charges (where applicable).

To get an up-to-date copy of the full standard terms and conditions please refer to [waspsenergy.co.uk/terms-and-conditions](http://waspsenergy.co.uk/terms-and-conditions) or call our Customer Services Team to request a copy on 0800 048 0514.

As well as our Standard Terms and Conditions you will also receive "Tariff Specific Terms" relating to that product which will set out the additional key contractual terms for that product.

## 1. CHARGES FOR SUPPLY

The charges for your supply of energy are set out in this letter/annual summary/bill (as applicable). They will differ depending on your location, your method of payment, and will be variable or fixed depending upon the terms and conditions of your contract/tariff.

You will be required to pay a daily standing charge which applies no matter how much energy you use.

We are permitted to change the terms of your contract in certain circumstances but if the change is to your disadvantage we must give you at least 30 days prior notice of that change.

If you pay by Direct Debit, your daily standing charge will be discounted so that over a year you'll receive a discount of £40 on your electricity charges. There is no additional discount after 12 months as it is already taken into account in the price you pay each day.

If you agree to pay your energy charges by Direct Debit but that arrangement fails to operate or you don't comply with your obligations relating to the payment method, for example, if you cancel your Direct Debit or your Direct Debit fails, we may transfer you to the non-Direct Debit version of your tariff (where your tariff has beneficial

rates or charges) and will give you notice of any change to the terms of this agreement.

If your tariff does not have a non-Direct Debit version we will transfer you to the non-Direct Debit version of our standard tariff. In either of these cases your monthly payments may not be enough to pay for your usage and then there may be an outstanding balance due for payment immediately.

## **2. HOW WE USE YOUR PERSONAL INFORMATION**

For the full details on the above please see the section on Using your personal information in your enclosed Terms and Conditions or at [waspsenergy.co.uk/terms-and-conditions](http://waspsenergy.co.uk/terms-and-conditions) (as applicable). We strongly advise you to do so as this is only intended as an overview.

## **3. WHAT INFORMATION WE COLLECT**

We will collect personal information such as your name, age, address, meter number, contact details, bank account details as well as credit or debit card details etc, when you engage with us via our websites, our mobile App, when you contact our call centre via our agents or sometimes we may obtain it from 3<sup>rd</sup> party publically available sources such as the Post Office, or other companies like energy comparison sites or brokers when you sign up to our products and services through their websites or contact centres. We will also obtain information from credit reference agencies.

We may record information about your health or any disabilities you may have (your sensitive data) to see if you are eligible to sign up to the priority services register or to see if there are any additional services we can offer we will only do this with your consent.

## **4. WHAT DO WE USE YOUR PERSONAL INFORMATION FOR?**

We will use the information you have provided or we have obtained from legitimate sources to do the following (this is not an exhaustive list): help us identify you and the property you want us to supply, assess your credit-worthiness, set up and manage your account (including supplying energy to you), communicate with you, prevent fraud and loss, recover any debt we are owed, carry out statistical analysis and to improve our services.

If you have a smart meter we will only use your consumption data at the level (monthly, daily or half hourly) and for the purposes you have consented to, except where we are permitted to use your data for billing and regulatory

purposes, or to resolve a query or a complaint or if we think your meter has been damaged or compromised in some way. For full details please see the section on Use of Smart energy data in the section on Smart Meters in your enclosed Terms and Conditions or at [waspsenergy.co.uk/terms-and-conditions](http://waspsenergy.co.uk/terms-and-conditions) (as applicable).

## **5. THE LEGAL BASES AND THE PURPOSE FOR PROCESSING**

We can only use your personal information where that is permitted by data protection laws. Those laws require that where we use your personal information we must satisfy one condition (legal basis) for processing. The legal bases are consent, to comply with our legal obligations, to perform a contract, and it is in our legitimate interests. In some cases, you may have the right to opt out of certain processing where we are unable to demonstrate we have an overriding interest in continuing to do so.

## **6. WHO WE SHARE IT WITH**

We may share information with agents acting on our behalf and with relevant industry organisations for agreed industry processes. If required we may share it with organisations like Ofgem or as part of a governmental data sharing initiative.

## **7. AUTOMATED DECISION MAKING AND PROFILING**

The law requires that we tell you if our systems conduct any processing, including profiling which produces a decision that is completely automated and produces legal effects concerning you or similarly significantly affects you. We do not consider that any of the automated decision-making, including profiling, that our systems conduct fit this criteria.

## **8. HOW LONG WE KEEP YOUR PERSONAL INFORMATION FOR**

We will keep your information for as long as we need it to provide the products and services you have signed up to. We may also keep it to comply with our legal obligations, resolve disputes and enforce our rights. Information that is no longer required for any purposes will be disposed of. For full details of how long we keep your personal information please see the section on '**Data Retention**' in the Privacy Notice.

## **9. YOUR RIGHTS TO HOW WE USE YOUR PERSONAL DATA**

You have certain rights in relation to your data including asking to see the personal data we hold about you – for the full details please see the Privacy Notice at [waspsenergy.co.uk/privacy-notice](http://waspsenergy.co.uk/privacy-notice)

## **10. WHEN DO WE PASS YOUR PERSONAL INFORMATION OUTSIDE OF THE EEA?**

We or our agents may send information outside of the European Economic Area (EEA) but your data will continue to be governed in line with your terms and conditions and the legal protection provided by our agreements and any relevant laws.

## **11. DURATION OF THE CONTRACT**

Your contract(s) with us will continue until either:

- a) Your energy contract is ended by us after a 28 day period of notice which may be given at any time, or
- b) You move house, provided you give us at least 2 working days' prior notice otherwise you may continue to be liable for the supply to the premises. You may be charged an early exit fee if you are on a fixed term contract, or
- c) You change supplier. You may be charged an early exit fee if you are on a fixed term contract.

You can change your energy supplier at any time but you may have to pay any outstanding balance for the energy you have used and/or any outstanding Green Deal charges (where applicable) before you can switch.

## **12. EXIT FEES**

Some of our non-standard products may have an early exit fee (if this applies to your product the fee will be set out in the Tariff Agreement). If you switch in response to a price increase or any other change to the terms of your contract that is to your disadvantage, or a notice of the end of the fixed term period of your contract, you would not have to pay an exit fee.

## **13. SECURITY DEPOSITS**

We may need to ask you to pay a security deposit in certain circumstances before or during our supply of energy. We can include any Green Deal charges in our calculations of any security deposit we may ask you to pay. Supplemental terms and

conditions will apply to any security deposit we ask for. These will be provided to you when we ask for the deposit.

#### **14. GREEN DEAL CHARGES**

Where there have been energy efficiency improvements to the property you live in under a Green Deal plan, then Green Deal charges are payable in addition to your energy charges and appear as a separate item in this letter/annual statement/bill (as applicable) and in your Green Deal annual summary. The charges are collected by us on behalf of the Green Deal provider who carried out the improvements to your property. If you are the bill payer (or the owner if the property is empty) you are legally responsible for paying Green Deal charges for any improvements that have been made to the property under a Green Deal plan. You must pay your Green Deal charges in the same way as you pay for your energy charges.

#### **[Key Contractual Terms – Effective to 20<sup>th</sup> May](#)**