

TERMS AND CONDITIONS

By using Our Websites, contacting Us by phone or using Our Services, You agree to be bound by these terms and conditions.

1 ABOUT US

1.1 Switch Gas and Electric Limited is a company registered in England and Wales company number 06637879 whose registered office is at Alexander & Co, 17 St Anne's Square, Manchester M2 7PW (together "**We**", "**Us**" and "**Our**").

We trade under the names "**Switch Gas and Electric**", "**Switch Electric and Gas**" and "**Switch and Compare**".

Our order forms indicate which of Our entities provides Our Services to You.

1.2 Our VAT registration number is 936 3280 18. Our Data Protection Registration Number is Z1391216. Our SP Registration Number is SP8BF4D2B296.

1.3 Switch Gas and Electric Limited is accredited by the Consumer Focus Confidence Code in relation to Our utilities channel.

1.4 Any correspondence should be addressed to Switch Gas and Electric Limited, Switch House, Burley Road, Leeds, LS4 2PX. Alternatively you can email us on customerservices@switchgasandelectric.com

2 OUR SERVICES

2.1 We offer two services ("**Services**") to You.

2.1.1 "**Switch Gas/Electric Service**" means the service provided by Us via the www.switchgasandelectric.com and www.switchelectricandgas.com websites or call centre whereby You can obtain information on all gas and electricity suppliers ("**Supplier/Suppliers**") and the services and products ("**Supply Services**") they offer, compare prices and elect to switch to a new utility Supplier for the provision of Supply Services.

2.1.2 "**Switch and Compare Service**" means the service provided by Us via the www.switchandcompare.com website or call centre which includes the Switch Gas/Electric Service plus:

2.1.2.1 Boiler care price comparison where You can compare boiler care providers in Your area.

2.1.2.2 Energy saving products where You can enquire about and purchase energy saving products and services from third party suppliers. All purchases made with such third party suppliers are made on the basis of their terms and conditions and We fully exclude our liability in relation to any products or services purchased from third parties in this way.

2.1.2.3 Carbon offset service which allows You to calculate Your CO2 emissions and make monthly payments to offset Your CO2 usage.

2.2 You can obtain Our Services either by ordering online from Our websites or via Our call centre

2.3 In order to obtain Our Services You may be required to enter Your post code and/or telephone number on Our websites. You can then either complete an online form, call Us directly on Our Service number or We will contact You on the phone number You have provided Us with. Once You submit details to Us We may contact You by

telephone, or alternatively, You can phone Us directly. During the call, We may ask You for further details and product specific information.

- 2.4 At all times when You are making use of Our Services We rely on the information You give to Us in order to provide You with accurate search results. Inaccurate or incorrect information will falsify search results with the effect that Your payments for Supply Services and any savings We may quote to You may not turn out to be as expected.. We cannot accept any liability for any quotes provided by Us based on incomplete or inaccurate information supplied by You. Furthermore, if You provide Us with incorrect or inaccurate information We may prevent You from having future access to Our Services.
- 2.5 If You are using our Switch Gas/Electric to consider switching Your utility requirement to a different Supplier We may then use the information You have submitted to Us to provide You with an overview of available Suppliers and their tariffs and services. You can then choose whether You wish to switch Your current utility provider to a new Supplier.
- 2.6 Phone calls are recorded and monitored for training purposes.
- 2.7 Our call centre opening hours are 9:00 am to 7:00 pm Monday to Thursday, 9:00 am to 6:00 pm on Fridays. Lines are closed on Saturdays, Sundays and Bank Holidays. Our customer services lines are open 9:00 am to 5:00 pm Monday to Friday. We reserve the right to change the opening hours and/or opening days of Our call centre at any time without notice.
- 2.8 Calls to Our 0871 number will cost You 10p per minute from a standard BT UK landline. Calls from other landline networks may cost You more. Calls from mobile networks will not be included in Your standard inclusive minutes package and will be charged between 15p and 45p per minute.

3 SWITCHING SUPPLIER VIA THE SWITCH GAS/ELECTRIC SERVICE

- 3.1 We are providing Our Services to You to communicate information and allow You to obtain quotations from Suppliers or transact with Suppliers. At no point will We be a party to any such transactions with Suppliers and all transactions between You and a Supplier are subject to the terms and conditions of Your chosen Supplier.
- 3.2 By placing an Order to switch Suppliers You acknowledge and agree that We will contact Your chosen Supplier and provide them with Your details.
- 3.3 We will send You Our welcome pack confirming Your switch request within 48 hours of You asking for Your supply to be switched.
- 3.4 Your chosen Supplier will then contact Your current supplier to see if a switch is possible. If it is and Your chosen Supplier agrees to accept You as their new customer, a direct contract will be formed between You and Your chosen Supplier.
- 3.5 Please note that a Supplier may decline Your switch request if You are in payment arrears with Your current utility provider. If Your payment arrears are more than £100, the switch will be declined.
- 3.6 Your chosen Supplier will confirm directly to You if Your switch request has been accepted. A Supplier may not contact You if Your switch request has not been accepted by them. We would advise You to contact either Us or Your chosen Supplier if You have not heard from Your chosen Supplier within 28 days of Your switch request. In such instance if You choose to contact Us regarding a declined switch request please note that We may only be able to inform You of the fact that a switch request has been declined if the Supplier is willing to disclose this to Us and We will not be able to inform You of the specific reasons as to why it has been declined as all such information relating to a declined switch request is entirely at the discretion of the Supplier in question. In the event of Your switch request being declined for any reason We are under no obligation to provide You with any further assistance in this respect.

- 3.7 Once the Supplier has confirmed Your request, You shall direct any further enquiries to Your chosen Supplier.
- 3.8 We will use reasonable endeavours to ensure that the information relating to Supply Services is updated regularly. However, You acknowledge that prices are not updated every day and that it is Your responsibility to verify any prices with the Supplier.
- 3.9 We cannot guarantee that Our Services are always provided free of faults. If You experience a fault in the Services, please report it to Us by both email and telephone. We are unable to warrant that Your use of Our Services will always be uninterrupted and that any information transmitted will always be transmitted accurately, reliably, in a timely manner or at all. We reserve the right to make the Services unavailable or to restrict access to all or parts of it at any time without notice.
- 3.10 We are unable to provide the Switch Gas/Electricity Service for properties outside England, Scotland and Wales.
- 3.11 Please be aware that the Services and their availability may be dependant on location, payment method, eligibility criteria and/or tariff structures and that not all tariffs are available in all regions to all customers. Also, some tariffs may only be available to homeowners. Furthermore, if You are served by an independent gas transporter (IGT) network, some or all of the units of gas used per annum will be charged at a slightly increased price. This is because it costs the Supplier more to supply gas to these locations as they pay National Grid plc for the use of some of their network as well as the IGT. If you are affected by this, any quote or product information which We provide to You will not include additional charges which relate to the supply using an IGT network and Your new Supplier will notify You of these charges.

4 PAYMENT

- 4.1 The provision of Our Switch Gas/Electric Service specified herein is currently free.
- 4.2 You are responsible for making all necessary payments due to Suppliers on the terms agreed with Your chosen Supplier. We have no responsibility for the transmission of any payments to a Supplier.
- 4.3 Your chosen Supplier may require Your bank account details and You agree to provide such details to Us where necessary and authorise Us to forward such details to Your chosen Supplier.

5 YOUR OBLIGATIONS

- 5.1 By submitting the online form and/or speaking to Us on the telephone, You warrant that:
- 5.1.1 all information You are providing is true, complete and accurate to the best of Your knowledge;
 - 5.1.2 you are at least 18 years old;
 - 5.1.3 You are legally capable of entering into binding contracts;
 - 5.1.4 the location of the property to which the Services will be supplied is in England, Scotland or Wales;
 - 5.1.5 You are contracting in your capacity as a consumer and not in the course of business; and
 - 5.1.6 if paying by credit or debit card, You are either the owner of such card or have the owner's permission to use such card.
- 5.2 If any of the above circumstances change, You must inform Us promptly.
- 5.3 We rely on this information to provide You with Our Services and any inaccuracy may invalidate any quotes We give You and may prevent You from having access to Our Service and/or the Supplier Service.

6 OUR PRICE PROMISE

- 6.1 If on the same day that We provide You with a quote for the supply of energy and You have agreed to switch to such new Supplier, You find a cheaper quote except as to price for the supply of the same energy in respect of the same property on the same terms and by using the same search criteria, then **PROVIDED THAT** You provide Us with a written copy of that alternative quote within 7 days and **PROVIDED THAT** We can verify the accuracy of Your alternative quote, We will send You a cheque for £50 ("**Our Price Promise**").
- 6.2 A quote will be cheaper only if the package offered in it costs less for the same amount of energy consumed as notified by You to Us for the purpose of Us providing You with Our quote. If Your alternative quote includes an early termination charge, We will add that charge to the alternative quoted price.
- 6.3 If, pursuant to this Clause 6, You are entitled to receive a cheque for £50, this will be sent within 30 days of receipt of the written proof.
- 6.4 You cannot claim Our Price Promise if You have cancelled Your application to switch or decided not to apply to switch suppliers with Us.

7 CASH BACK, GIFTS AND ADDITIONAL OFFERS

- 7.1 From time to time You may be offered a cash back incentive for switching suppliers. There are two situations where this might happen:
- 7.1.1 You may be offered a cash back reward by a particular Supplier. We have no control nor accept any liability for this process if a cash back reward is offered to You by a particular Supplier.
- 7.1.2 Alternatively, We may, on an ad hoc basis, offer a cash back reward. This reward will only be available during advertised times and will only be paid once You have successfully completed a switch using Our Services.
- 7.2 To claim a cash back reward offered by Us We will require You to send Us a completed form with the information as indicated on Our websites together with the specific bills referred to at the time of Your order (the number and dates of bills required will depend on the amount of cash back that can be claimed and whether You currently receive quarterly or monthly bills) as well as documentation that proves payment of Your bills in full and on time.
- 7.3 The accurately completed form, bills and proof of payment must be sent to Cash Back Claims, Switch House, Burley Road, LEEDS, LS4 2PX in order for Your claim to be valid and We must receive this within 60 days from the date on the last requested bill. We recommend that You send the required documents by recorded delivery as We are not responsible for lost items due to circumstances beyond Our control or claims that arrive outside the 60 day period. We also recommend You keep Your proof of postage.
- 7.4 If the name and address on the bill does not match Our records then Your claim will be rejected.
- 7.5 If Your bills are not for the same account, in the same name, for the same property, with the same Supplier and for the same tariff then Your claim will be rejected.
- 7.6 Your cash back will be paid by cheque and You must cash this within 6 months from receipt as We are unable to send a replacement cheque.
- 7.7 Please allow up to 35 days for the cheque to be delivered to Your home address.
- 7.8 We reserve the right to reject any claim for cash back which has not been made in accordance with these Terms and Conditions or the requirements specified at the time of Your order in relation to the relevant cash back offer and its requirements or if We have reason to believe there has been any fraudulent activity in relation to or an abuse of any of Our Services and/or any Supply Service.

- 7.9 We cannot accept liability for a cash back claim not being paid out to You due to Your claim not been made fully in accordance with these Terms and Conditions.
- 7.10 We may from time to time choose to offer Our customers gifts and other offers to help You to try to make further savings on Your energy costs. Additional terms and/or qualifying criteria may apply to the distribution of such gifts or offers. No cash alternative will be available in respect of such gifts or offers. We accept no liability for such gifts or offers, their late or delayed delivery, the failure of their delivery by the respective postal service provider or the allocation of the same which will always be entirely at Our discretion.

8 TERMINATION

- 8.1 We have the right to terminate or suspend Your use of the Services if:
- 8.1.1 We have reason to believe that You have provided false information to Us pursuant to Clause 5.1; or
- 8.1.2 We suspect on reasonable grounds that You may have committed or be committing fraud against Us or any Supplier;
- 8.2 There is a cooling off period of 7 working days available in relation to the provision of Our Services commencing on the day after which You receive Your welcome pack. To cancel Your order You must inform Us in writing to Switch Gas and Electric Limited, Switch House, Burley Road, Leeds, LS4 2PX or to Our email address at customerservices@switchgasandelectric.com, or by fax to 0871 711 4908.
- 8.3 We have no responsibility or liability in relation to the termination or cancellation of any contract between You and a Supplier, either by You or by the Supplier.

9 LIMITATION OF LIABILITY

- 9.1 We do not exclude or limit in any way Our liability:
- 9.1.1 for death or personal injury caused by Our negligence;
- 9.1.2 under section 2(3) of the Consumer Protection Act 1987; or
- 9.1.3 for fraud or fraudulent misrepresentation.
- 9.2 Except for the situations set out in Clause 9.1 above, We will not be liable for any costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by You as a result of or in connection with the use of the Services.
- 9.3 We accept no any liability for any Services provided by Us based on incomplete, incorrect or inaccurate information supplied by You.
- 9.4 We accept no liability for any failure by a Supplier to supply any Supply Services or for any inaccurate information provided to Us by the Suppliers or other third parties.
- 9.5 Whilst We always endeavour to accurately and fully forward the information You have provided to Us to the Suppliers, We cannot accept any liability for inaccurately transferring any information provided by You to any Supplier.

10 COMPLAINTS PROCEDURE

We aim to provide a high level of quality in providing Our Services to You. However, if You do have any queries or concerns relating to the provision of Our Services, please send these to Switch Gas and Electric Limited, Switch House, Burley Road, Leeds, LS4 2PX. or to Our email address at customerservices@switchgasandelectric.com.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 All intellectual property rights (including all copyright, patents, trade marks, service marks, trade names, designs whether registered or unregistered) in Our Websites, information and content of Our Websites, any database operated by Us and any

software shall remain property of Switch Gas and Electric Limited and You shall not obtain, and shall not attempt to obtain any title to any such intellectual property rights.

- 11.2 You may print off one copy, and may download extracts, of any page(s) from Our Website for Your personal reference and You may draw the attention of others to material posted on Our Websites.
- 11.3 No part of the Service may be reproduced in any form or used in any other way except in accordance with these terms and conditions.
- 11.4 You must not use these or any other registered or unregistered trade marks without Our prior written permission.
- 11.5 We grant You a non-exclusive non-transferrable licence to use Our software solely in executable form and only to the extent necessary for use of the Service and for no other purpose.

12 **DATA PROTECTION**

Please see Our Privacy Policy to understand how We will be using any personal information You provide Us with.

13 **NO PARTNERSHIP / AGENCY**

Nothing in this agreement shall be construed to create a joint venture, partnership or agency relationship between You and Us and neither party shall have the right or authority to incur any liability debt or cost or enter into any contracts or other arrangements in the name of or on behalf of the other.

14 **ASSIGNMENT**

- 14.1 You shall not assign or transfer or otherwise deal with all or any of Your rights or obligations that arise from Your use of the Services.
- 14.2 We have the right to assign or otherwise deal with any of the rights or obligations that arise by providing the Services to any such persons as We see fit.

15 **FORCE MAJEURE**

- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of the obligations that arise from providing the Services if the delay is caused by events outside Our reasonable control.
- 15.2 This includes but is not limited to strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack, war (whether declared or not), fire, explosion, storm, flood, earthquake, extreme weather conditions, epidemic or other natural disaster, failure of any telecommunication or computer system, compliance with any law and any accident (caused by any such events).
- 15.3 Performance any of the obligations that arise from providing the Services will be suspended for the period that the Force Majeure Event continues.

16 **ENTIRE AGREEMENT AND WAIVER**

- 16.1 These terms and conditions represent the entire understanding between Us and You in relation to the provision of the Services. If any of these terms and conditions are found by a competent authority to be invalid, unlawful or unenforceable then that part will be deleted and the remaining parts will still be valid.
- 16.2 A waiver of any right under this agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17 **OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

Switch Gas and Electric Limited retain the right to vary any of these terms and conditions from time to time without further notice.

18 **LAW AND JURISDICTION**

This agreement is governed by the laws of England and Wales. Any dispute arising from, or related to, the Contract shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.