



## Neon Reef **Terms & Conditions** Version 4.0 Last modified 26 October 2020

If there is anything you are unsure of in this Agreement, please contact us by emailing [help@neonreef.co.uk](mailto:help@neonreef.co.uk)

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### Definitions

<b>Agreement</b>	These include the Standard Terms of Service and the tariffs detailed in your Energy Supply Agreement.
<b>Application</b>	An application for the supply of Energy to the Premises, completed by you and submitted to us online
<b>Neon Reef/Us/We</b>	Neon Reef is our trading name. Our registered company and the energy licence holder are Neon Reef Limited, company number 10871657, registered in England and Wales. Our registered business address is Unit A 18, Arena Business Park, Holy Rood Close, Poole, BH17 7FJ.
<b>You</b>	The person who signed up to take a supply from us or the owner/occupier of the property we supply energy to.

<b>Non-Formal Agreement</b>	An agreement formed between you and us because we supply gas and/or electricity to a property you are the owner or occupier of, when you have not actively agreed to that supply by us. This is also known as a non-formal agreement. This may happen when you have moved into a rental property, if you do not take any action to move supplier, -. This is also known as a non-formal agreement and is a term used by the energy industry. It is outlined in paragraph 8 of Schedule 2B of the Gas Act 1986, and/or paragraph 3 of Schedule 6 of the Electricity Act 1989.
<b>Energy</b>	This may mean either electricity and/or gas. Neon Reef only supply renewable green energy.
<b>Supply</b>	Refers to the sale by us to you of gas and/or electricity

## 1. Our Agreement

1.1. Our joint agreement begins from when we become responsible for your supply, or when you start to take a supply from us, whichever happens first.

1.2. You have made a commitment to us that you either own or live in the property where the supply will be made, you are over 18 and you can sign up to this agreement.

1.3. You promise that the type of supply you have indicated to us (which is detailed in your pricing guide) is correct and if you change from domestic to business usage or business to domestic usage, you will let us know so we can change your agreement and your pricing guide as required.

1.4. You will keep your contact details (including email address and mobile phone number) up to date. We will use these details to contact you with information about your account, and (if you have opted-in to receiving it) to send promotional information.

1.5. You must contact us [cancellations@neonreef.co.uk](mailto:cancellations@neonreef.co.uk) to cancel your agreement, unless you are switching to a new supplier.

## 2. Switching to Neon Reef

2.1. You agree that we're allowed to tell your existing supplier to end your agreement with them and to switch the supply to us.

2.2. We aren't responsible for any debt or other outstanding charges you may have owing to your previous supplier, unless we have expressly agreed to take on those amounts from your previous supplier (in which case you will be liable to us for those amounts).

2.3. We'll make every effort to complete your switch to us and begin the supply start date within 21 days from the date we tell your previous supplier, although this could be delayed because of reasons outside our control.

2.4. We'll let you know when we expect your switch to happen. However, the supply start date we give you is an estimate only and may be changed for reasons outside our control.

2.5. We can also change the supply start date if: (a) We don't have all the information we need to complete your switch (including the answers to any questions we've asked you); (b) You tell us you've changed your mind; or (c) You ask us to take over the supply at a later date.

2.6. You agree to submit opening meter readings when we ask you to do so.

2.7. If your previous supplier charges you an exit fee to terminate your agreement and switch your property to Neon Reef, we will refund this as a credit to your Neon Reef account, up to a maximum of £36 per switch (including VAT). To claim the refund, you must have switched directly to us through our website and provide, over email, a copy of the final bill from your previous supplier for the property switching to Neon Reef, with the exit fee amount itemised.

### **3. Your Variable Plan**

A Variable plan is one of no fixed term or fixed rate tariff and the terms for a Variable plan under this agreement shall apply.

3.1 If you are on a Variable plan, you can cancel your agreement at any time without incurring a termination fee (see section 14).

#### **Non-Formal Agreements**

3.2 You may have a non-formal agreement with us, which means that you have an agreement that you have not actively agreed with us but exists between you and us automatically because you are taking a supply.

3.3 You will be on our 'deemed' variable plan for the supply of your property when you are unknown to us until such time as you contact us and secure an alternative plan or terminate your supply with us.

3.4 You will not be charged a termination fee if you cancel your agreement with us and switch to a different supply.

3.5 Your non-formal agreement will terminate if you sign up to a new variable plan with us, or if you switch to another supplier.

3.6 You will be responsible for paying all outstanding charges under your non-formal agreement. Before you switch to another supplier, we may tell you that we object to the switch under section 13 and 15 if you have not paid all outstanding charges.

### **4. Paying for Your Energy**

4.1. You are responsible for paying Neon Reef for your energy until our agreement together ends.

4.2. We'll calculate the charges for your energy using:

4.2.1. The electricity and or gas you've used in kilowatt hours (kWh).

4.2.2. Daily service connection charge for each "meter point reference number" or "meter point administration number" we are providing energy to at your household or business.

4.2.3. If you have a standard meter, any meter readings you've given us, any meter readings we have been provided by the meter reader or, if no up-to-date meter reading is available, we will use estimated meter readings (using industry standard methods).

4.4. If you have a standard meter, you must either pay the amount shown on your bill in accordance with your chosen payment method or the fixed amount you have agreed to pay.

4.5 If you have a prepayment meter, you must top-up your meter in advance in order to receive the supply, and we will deduct charges for the supply from the amount you top-up

4.6. We'll add VAT to our charges at the applicable rate (currently 5% for energy usage, 20% for any other charges).

4.7. If you ask us to test the accuracy of your meter, you must pay us an amount to cover the cost of the work being carried out. We'll tell you what this amount is at the time, and we'll provide a breakdown of the costs on request. If the National Measurement Office decides that the meter is operating outside of the statutory limits, we'll refund the payment to you.

4.8. You agree to pay for your energy by monthly automatic payment by direct debit which you need to set-up as a condition of us working together and supplying your energy.

4.9 If you have a prepayment meter installed or if you agree to have a prepayment meter installed, you will be placed on to our prepayment meter energy plan and rates

4.10 If you are under a Non-formal Agreement and you have a prepayment meter, or if you change to a prepayment meter for any reason while under agreement with us, you will automatically be placed onto our Pay As You Go package

4.11. If you're having trouble paying your bill, you should contact us immediately to discuss the payment options available ways you can save money.

4.12. We will carry any debit or credit balance forward to the next month's bill.

4.13. So that we can bill you as accurately as possible, you must give us an up-to-date meter reading for your energy at least once a month.

4.14. You must keep your account in credit by paying for the supply in advance by automatic payment.

4.15. Your automatic monthly payment amount will be based on the cost of the energy we think you'll use during the year split into 12 monthly payments. When you set up your account with us, we will provide you with a payment schedule along with the dates when payments will be collected.

4.16. We aim to review the amount, date and frequency of your automatic payments at least twice a year. This ensures you are covering the cost of the energy you use; reduces the amount you are paying if too much and ensures we are balancing your costs with your payments. To continue to receive the "on-line discount" you must provide meter readings at least once a month. This ensures your payments can be reduced if you are paying for more than you use or adjusted to reflect your consumption. Where we intend to make any changes to your automatic payment, we will notify you by email (normally 10 days) in advance of the payment being debited, or such other period as we may agree.

4.17. Your monthly Direct Debit amount is based on your personal projection of electricity and gas usage you gave us during the application process. You provided us with an estimated usage either high/medium or low or you entered an actual amount. This is used to calculate your tariff and monthly payment. Throughout the time you are with us, we will make slight adjustments based on meter reads you provide and actual usage. We do this to ensure your monthly payments don't build up too much credit on your account but also, so you do not accrue too much debt. We'll always let you know in advance if we change anything. We also request that you let us know if there are any changes in your circumstances. Depending on the tariff you have chosen your payments may be subject to variation, this will have been clearly outlined when you switched to Neon Reef and confirmed in your Welcome Pack.

Neon Reef are a responsible energy provider and follow the guidelines set by the regulator Ofgem to ensure we review our customers payments to prevent them going into deficit/debt, especially when approaching the winter period. When completing a review, we will use the information we have readily available regarding your expected consumption which is provided by the national database. The national database has all historic information regarding your readings and previous consumption, which helps us project your monthly cost.

Direct debit payments will always be subject to change based on actual consumption, this is calculated from your meter readings. It is therefore important you provide monthly readings through your Neon Reef Online Account to avoid estimated reads and bills and to ensure you only pay for what you use.

4.18 If we don't bill you for your energy within 12 months of you using it, you won't have to pay for that energy, except in any of the following circumstances where you will be responsible for paying us for your usage and any additional costs:.

- if you haven't allowed us to access your meter to take a meter reading so that we can provide you with an accurate bill.
- if you have acted unlawfully by tampering with your meter or where your meter is not operating correctly, and you won't let us fix it.
- if you have unreasonably avoided making payment.
- if you have acted unreasonably in preventing us from accurately billing your account.

## **5. Payments and Charges – Late Payments**

5.1 If you're having trouble paying your bill, you should contact us to discuss ways to save money and the payment methods available to you.

5.2 If you don't pay your bill on time:

5.2.1 We can add the amount of your debt to your next bill or, if you have a prepayment meter, we can deduct a contribution towards your debt from any amounts you top-up by.

5.2.2 And your payment method is automatic payment and you do not make a payment to us on the date it is due by another means, we can charge you £15 for each missed payment to

cover the administrative costs of recovering outstanding payment.

5.2.3 We can charge you interest at 4% per year above the current Bank of England base rate, which will be charged on the overdue amount you owe until you pay the overdue amount plus interest

5.2.4 We have the right to install a prepayment meter at your property under warrant from the Magistrates' or Sheriff's Court without requiring your permission if your energy remains unpaid.

5.2.5 We can temporarily suspend or permanently disconnect the supply under without requiring your permission.

## 6 Additional Charges

6.1 From time to time you may need to pay additional charges relating to the following: Testing the accuracy of your meter. We'll tell you what this amount is at the time, and we'll provide a breakdown of the costs if you ask us for one. If the National Measurement Office decides that the meter is operating outside the statutory limits, we'll refund the amount outside the statutory limit to you.

- Repairing or replacing your metering equipment.
- Changing the position of a meter at your property.
- Disconnecting or reconnecting your supply.
- Replacing payment cards or keys, if you have a prepayment meter.
- Charges we are required to pass on to our customers by law or regulation, or a regulatory authority (such as Ofgem).
- Any reasonable costs we incur (including administration costs) because you failed to meet the terms and conditions of this contract.

6.2 Additional charges can be found here: <https://www.neonreef.co.uk/additional-charges/> alternatively please contact us for further information.

## 7. Refunds

7.1. If you would like a refund, please contact us <https://www.neonreef.co.uk/contact/>

7.1.1. Subject to Clause 5 above, we can increase your automatic payments to cover the energy we think you'll use during the winter months once your credit balance has been reduced by such a refund.

7.1.2. If we (or our payments processor) make an error with your automatic payment (for example, the amount of the payment taken is incorrect), you are entitled to an immediate refund from us of the full amount paid and any charges or interest you may have incurred from your bank as a result, for example, going overdrawn caused by incorrect payment. You should contact us as soon as you realise that an error has been made so we can investigate and refund you if applicable. As you will still be required to make the payment to us for the period to which the (incorrect) automatic payment relates, we will take the correct automatic payment immediately after making the refund

to you. If you receive a refund from us that you are not entitled to, you must pay the amount of the refund back to us immediately when we ask you to.

7.2. Under some circumstances, you may incur additional charges under this agreement. We will always tell you prior to making any additional charges.

7.2.1. If you ask us to undertake any voluntary work on the energy infrastructure of your home (e.g., moving your meter from its current location or disconnecting supply), we will notify you at the time of any additional charges. You can find information on additional charges on our website <https://www.neonreef.co.uk/additional-charges/>

## 8. Online Account Management

8.1 By joining Neon Reef, you agree to manage your account online – either through our online portal or app. This allows us to work together so we can keep costs and energy prices low.

8.2 By joining Neon Reef you're agreeing that you'll undertake the following actions:

8.2.1 Provide meter readings using your online account portal or within our mobile app

8.2.2 Receive monthly statements by e-mail,

8.2.3 Provide us with accurate personal details, including your personal email address, and to keep these details up to date.

If you're unable to use our online service due to reasons we agree are beyond your control, you will in no way be penalised for this.

## 9. Moving home

9.1 If you're moving to a new home and tell us at least two working days before you move, your contract end date will be the day you move out.

9.2 If you tell us after you've moved, or once we hear from the person who's moved into the property, your contract end date will be two working days after you tell us, or we hear from the new occupier.

9.3 You are responsible for paying all charges incurred: Up to and including your contract end date, if you've told us you're moving, or When someone else takes responsibility for the supply, if you haven't told us you're moving.

9.4 You must give us your new address, so we can send you a final bill and your final meter reading(s), unless you have a smart meter, in which case we will take a final reading from your smart meter remotely. If you don't provide your final meter reading(s) we will use the new occupant's reading or our reasonable estimate to generate your final bill.

9.5 If you ask us to provide a supply at your new home, we'll cancel your existing contract and set up a new contract for your new property, which will take effect in accordance with sections 2, and 3 above.

9.6 If you are moving home and your tariff has exit fees then they will apply to the closing bill. If you take out a new contract at your new property, then the same fee will be credited to this new account.

## **10. Access to Your Meter**

10.1 Your meter will be either a credit meter or a prepayment meter:

Credit meter:

A meter that does not have to be topped up in advance in order for the supply to be made and includes a smart meter in credit mode.

Prepayment meter:

A meter that has to be topped up in advance in order for the supply to be made (whether or not the prepayment meter is being used to recover an overdue debt) and includes a smart meter in prepayment mode.

10.2 You are responsible for ensuring your property has an appropriate credit meter or prepayment meter installed that meets all the following requirements:

It is capable of measuring the energy supplied to your property.

Maintenance and legal compliance checks are carried out for all pipes, equipment, wires and other fittings.

It is suitable and meets industry standards for safety and accuracy.

10.3 You are responsible for ensuring that your metering equipment is not lost, stolen or damaged. In this contract metering equipment means the meter itself and all the equipment required to operate your credit meter or prepayment meter.

10.4 If you discover any damage, fault or other issue with your metering equipment, you must tell us immediately.

10.5 We are allowed to install, maintain, read, disconnect, repair or replace any metering equipment.

10.6 You must pay our reasonable costs in connection with removing, inspecting, replacing or repairing the metering equipment at your property (for example, if your payment method is changing, except if the loss or damage has been caused by something we have done or failed to do).

10.7 You agree to give us or anyone acting on our behalf safe access to your property and all metering equipment. If there are obstructions preventing us accessing your metering equipment, you must remove them.

10.8 If you have a smart meter that we can read without coming to your property, you agree that:

10.8.1 We may remotely repair and update it.

10.8.2 We may switch it from credit mode to prepayment mode or disconnect your supply (or both) but we will notify you before this happens.

10.8.3 We may use information from it to work out your bill and offer you appropriate tariffs and other products (including via any associated in-home display device), and monitor your energy usage.

10.8.4 You will not remove any equipment provided to you (such as an in-home display unit) without our consent.

## **11. Changes to This Agreement**

11.1. From time to time due to changes in law or regulation, we may update your agreement terms to comply with those laws or regulations, or where we are legally required to follow advice, or where our business necessitates a change to these Terms of Service.

11.2. If we make changes to this agreement that results in your energy rates increasing, we will give you 30 days' notice to let you know about the changes. If you do not agree with the changes, you can change to another supplier without any penalty. This doesn't apply if we change your payment method in accordance with this agreement. If we hear from your new supplier within 20 working days after the change takes effect, or if you enter a new plan with us in the same period, we'll keep your prices the same until you switch or start the new plan.

11.3. If you're switching for any reason, we can object to the switch if there are outstanding charges due on your account. If you have a prepayment meter, we can block the switch if you owe us more than £500, unless your new supplier agrees to take on the debt. You have 30 working days after receiving notification to pay us the outstanding charges when you have notified us you intend to switch. If you're paying by any method other than via a prepayment meter, we can block a switch for any amount of debt.

11.4. If you ask us, we can add another person to your agreement so that they can administer your account on your behalf. We can only make that person financially responsible for your account if they agree to it, which we will need to do with them directly.

## **12. Cancelling Your Agreement with Us**

12.1. You have the right to cancel your agreement up to 14 days after the day your agreement starts. We call this the cooling off period.

12.2. If you leave us after the cooling off period, we may charge a termination fee as detailed in the additional charges list, unless we told you that we would not do so in your Welcome Pack).

12.3. If you're switching to a new supplier, you don't need to tell us yourself. Your new supplier will contact us to cancel your contract on your behalf.

## **13. Cancelling Your Automatic Payment**

13.1. If you agree to pay by Direct Debit and then cancel your Direct Debit, we can end your contract early and we will make a charge per month in accordance with our additional charges list.

13.2 If you have a prepayment meter with outstanding debt and you're switching away from us for any reason, we can object to the switch, unless your new supplier agrees to take on the debt or you pay us within 30 working days of receiving notice that we've blocked your switch

13.3. If you have outstanding debt and you request to switch to a new provider, we may tell you that we're objecting to the switch request. If you clear this debt within 30 working days, we'll keep your charges the same and allow the switch to happen.

13.4. This section will survive termination of your contract.

## 14. Disconnecting Your Energy

14.1. We can suspend or disconnect the supply of energy to your property if you haven't paid your bill on time, and we will re-start it as soon as possible once the bill has been paid.

14.2. If we have had to suspend or disconnect the supply, we may choose to do checks with a credit reporting agency and ask for a security deposit before we re-start or re-connect it.

14.3. If we ask you, you must reimburse us for the cost of suspending or disconnecting the supply, as well as the cost for re-starting or re-connecting it.

14.4. We will not disconnect your supply in winter (1st October to 31st March) if any person living at the property is registered as vulnerable. In addition, we provide a range of priority services for members who are registered with us as vulnerable.

## 15. What We're Responsible For

15.1. Our liability (including for negligence and breach of statutory duty) is limited to £10,000 for each unconnected event that we are directly responsible for, or £10,000 in total for any connected series of events that we're directly responsible for, and which has caused you loss or damage.

15.2. We are not liable for any loss or damage (including negligence and breach of statutory duty) that we couldn't reasonably have expected would result from breach of this agreement at the time you entered into it.

15.3. If we are liable for a loss caused by a gas transporter or electricity distributor, our liability (including for negligence and breach of statutory duty) is limited to the amount we're entitled to recover from them on your behalf.

15.4. If we are required or entitled to act under our gas supply licence, electricity supply licence or any other rules that are binding on us, we won't be in breach of this agreement.

15.5. As we do not directly control the reliability of energy to your property, we can't guarantee that the supply will be uninterrupted. We can however confirm that the reliability of your energy supply would be the same irrespective of which energy supplier you chose.

## 16. Using Personal Information

16.1. We both agree that we can use your personal data in accordance with our Privacy Policy, which you can find at [www.neonreef.co.uk/privacy-policy](http://www.neonreef.co.uk/privacy-policy)

## 17. Emergencies and Safety

17.1. If you have a gas emergency, you must report it on ☎ **0800 111 999**

17.2. If you have an electricity emergency, you must report it to your local electricity distributor by calling ☎️ **150** or 0800 404090 their contact details are available at [www.neonreef.co.uk/contact](http://www.neonreef.co.uk/contact)

17.3. You must not use the supply in any way that endangers people or property, or that could interrupt the electricity or gas supply of another property.

17.4. We can restrict the supply if we think you are using it in a way that is unsafe or if we are required to by any legal or other requirement that is binding on us.

## **18. Our Complaints Policy**

18.1. We will aim to respond to your complaint the same day we receive it. If you're not happy with our response, you can ask for your complaint to be escalated to our internal complaints team, who will be in touch within five working days. You can submit a here <https://www.neonreef.co.uk/complaints/>

18.2. If our complaints team doesn't resolve your complaint to your satisfaction, you will receive a final response (called a "deadlock letter"). This 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 organisation who you can ask to deal with your complaint for free. If they decide that we should do something for you, we legally must do it (but if they think there's something you should do, you don't have to go with their decision).

18.3 You can view our Complaints Procedure in the 'Contact and Support' section of our website.

18.4 You can also find other useful information on your rights and what we can do to help, including details of the Priority Services Register and how to sign up.

18.5. You can also get free, independent advice from Citizens Advice so that you know your rights as an energy consumer, including how to get a better deal, to make a complaint, get advice about the quality of your electricity or gas supply, or ask for help if you're struggling to pay your bills. To "Know your Rights" visit [www.citizensadvice.org.uk/energy](http://www.citizensadvice.org.uk/energy) or contact the Citizens Advice

Consumer Service ☎️0808 223 1133

Consumer Service Welsh Speaking ☎️0808 223 1144

## **19. National Terms of Connection**

19.1. We are 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 from the time that you enter into this agreement and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which 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, telephone 0207 706 5137, or see the website at [www.connectionterms.org.uk](http://www.connectionterms.org.uk).

## **20. Other Conditions**

20.1. In the event of a company restructure, change of ownership or another event required as part of our general course of business, we may transfer any of our rights or obligations under this agreement and it may not be possible to notify you or seek your permission beforehand.

20.2. In the event of a change of ownership, change of tenancy or any other change that may affect this agreement or the supply of your energy, you are not able to transfer your rights or obligations under this agreement without agreeing this with us.

20.3. If we need to serve a notice on you in connection with this agreement, we will use either your email address or postal address that you have provided to us. If we post a notice to you in connection with this agreement, it will be assumed to have been delivered two Working Days after it was posted unless it is issued to you by hand or email in which case it will be considered to have been delivered immediately.

20.4. These Terms and Conditions, and any documents explicitly referred to in them, are the entire agreement between you and us.

20.5. Nothing in this agreement affects our legal rights or powers. Nothing in this agreement affects any of your statutory rights that can't be excluded by law.

20.6. If any part of this agreement is void or unenforceable, the rest of the agreement will be unaffected.

20.7. This agreement is governed by the laws of England. If there is any dispute between us, it will be dealt with by the courts of England.

20.8. If we are unable to continue supplying our customers, Ofgem may give a Last Resort Supply Direction. This means that you could be transferred to another supplier, and your supply will not be interrupted.

## **21. THE NEON REEF BRAND**

21.1. We want to make sure the Neon Reef brand is used in the right way. We don't want to confuse people. Feel free to link to Neon Reef's website/social media accounts, but please do not use the Neon Reef brand name in any of your own social media accounts.

21.2 Please get written permission from Neon Reef before using any of Neon Reef's brand features.

21.3. Neon Reef's brand features include but are not limited to:

- The Neon Reef name
- Logo
- Brand colours.