

Principal Changes to Terms and Conditions (T&Cs) of firmus energy (Supply) Limited

Coming into effect 1st April 2020

Defined terms in this document shall have the same meaning as in the T&Cs. For a full understanding of the T&Cs we also recommend that customers read the T&Cs fully. These are available on request from firmus energy or on our website at firmusenergy.co.uk/SupplyTerms

This brief summary of the principal changes made to the T&Cs in no way limits the full extent of the changes made. However, please see below a brief summary of the main changes effected by the T&Cs:

1. Definitions and Interpretation

We have added definitions for the following terms:

“Actual Meter Reading” means a meter reading taken by us or on our behalf (but does not include a Meter reading taken by you or an estimated Meter reading;

“Relevant Date” means, in respect of any charges for the supply of Gas: (i) where such charges relate to the consumption of Gas, the date on which the Gas was consumed or can reasonably be estimated to have been consumed; and (ii) where such charges take the form of a standing charge or other form of charge that is not related to the consumption of Gas, the date on which such charges were accrued or, if earlier, in respect of which they are levied;

6. Billing, Prices and Charges

We have added the following clauses:

6.27 We shall not, and shall not take any steps to, recover any charges for the supply of Gas to you at the Supply Address more than 13 months after the Relevant Date unless we have during such time sent an invoice or request for payment to you in relation to the charges or otherwise taken steps to recover the charges from you which has been, or will be, reflected in your next statement from us

6.28 Clause 6.27 above shall not apply where:

6.28.1 the recovery of, or steps taken to recover, the charges for the supply of Gas to you at the Supply Address occurred prior to 1 September 2020;

6.28.2 we were unable to comply with clause 6.27 because either (i) we, or anyone acting on our behalf, have been unable to obtain an Actual Meter Reading at the Supply Address in respect of the period to which the charges relate, in spite of having taken all reasonable steps to do so, or (ii) you, or any other person(s) occupying the Supply Address, have unlawfully taken a supply of Gas or interfered with the Equipment at the Supply Address; or

6.28.3 you are a non-domestic customer and the aggregate consumption of Gas at the Supply Address and any other Supply Address (if any) at which we give you a supply of Gas is more than 73,200 kWh calculated either (i) by reference to how much Gas has been consumed at the relevant Supply address(es) in the previous 12 months, or (ii) where such data isn't available, by reference to our estimate of Gas consumed that we have used to invoice you.

Please note that, if you do not wish to continue your Agreement with us as a result of the changes made to our terms and conditions you must notify us within 21 days. The Agreement will then terminate within 28 days of the date of receipt of your notification by us, as further set out at clause 15.3.

If you need any further details, please contact Customer Services on 0330 024 9000.