



# EnergyVision

energy made simple

General terms and conditions 2024  
Version 16 July 2024



## General terms and conditions

General terms and conditions of EnergyVision for the supply, purchase and, if applicable, injection of electricity and/or supply and purchase of natural gas and/or related services to consumers and small professional customers.

(version 16/07/2024)

### Article 1. Contract

- 1.1** Your Contract relates to the supply of electricity (via the distribution network and/or via the PV installation installed by us) and, if applicable, the injection of electricity, the installation of solar panels, the supply and purchase of natural gas and/or of products and/or services that you purchase separately from your electricity.
- 1.2** Your Contract with EnergyVision includes the agreement on the supply, offtake and, if applicable, injection of electricity and or supply and purchase of natural gas and/or related products and/or services ("Agreement"), these General Conditions, the tariff card as well as, if applicable, the special conditions, the approved construction file and as-built plan for the installation of solar panels and the supply of electricity generated by these solar panels ("PV Agreement")-. For supply in the Brussels Capital Region, your Contract also includes the Annex on Public Service Obligations. In case of contradiction, the Special Conditions shall prevail over these General Conditions. You expressly agree that your own general or special terms and conditions, if any, do not apply.
- 1.3** You agree to EnergyVision doing on your behalf what is necessary for the proper performance of the Contract, such as initiating of a procedure to change supplier.

### Article 2. Definitions

- 2.1** *Offtake point*: the physical place where we make electric power or natural gas available to you. It is identified in the Agreement by a delivery address and has a unique EAN code.
- 2.2** *Consumer*: any natural person who purchases electricity and/or natural gas and/or related products for his own domestic use, excluding commercial or professional activities.
- 2.3** *EnergyVision/we*: EnergyVision NV with registered office at Bijenstraat 28, 9051 Ghent, registered in the KBO with enterprise number 0563.854.664. E-mail address: hello@energyvision.be and telephone number: 09 38 38 296
- 2.4** *Cheapest Equivalent Product*: Our cheapest product that most closely matches the Contract you have had so far, taking into account the following criteria: exclusive online contract or not, green energy or not, fixed or indexed energy price (but not taking into account any discounts or promotions, temporary or otherwise, in force at the time), the duration of the contract, and the services included in the contract (such as, if applicable, the supply of electricity generated by solar panels we install on your premises).
- 2.5** *Retail customer*: as regards electricity and natural gas separately, any natural or legal person who buys electricity or natural gas partly or exclusively for professional purposes, and whose annual consumption for all its off-take points on the transmission or distribution network is lower than 50 MWh of electricity or natural gas.
- 2.6** *Net tariffs*: The regulated tariffs for the use of the distribution network for the off-take and/or injection of electricity, natural gas, data management activities, where applicable, ancillary services and the public service obligations.
- 2.7** *Receipt Day/Receipt*: the third working day after the document is sent by post. When sending by e-mail happens, this is the day of dispatch itself. A working day is any day of the week except Saturdays, Sundays and public holidays.
- 2.8** *Injection*: the sale by Consumer or Small Professional Customer of self-generated electricity injected into the electricity distribution network to EnergyVision.



## Article 3. Start, Duration and Termination

- 3.1** The Contract is concluded subject to the condition precedent of our acceptance. Such acceptance is subject to, inter alia:
- Whether the technical conditions for delivery are met;
  - Whether the contractual terms and conditions and tariff card you have accepted are applicable and in force at the time we receive your Contract;
  - In case of outstanding debts with us, that, at our request and to the extent permitted by law, you clear your previous debts for electricity and/or pay a deposit and/or provide a bank guarantee at first request and/or pay your debts by direct debit. If we reject the Contract, we will notify you within 30 calendar days of receiving the Contract.
- 3.2** The supply of energy can only start as soon as (1) we are registered as supplier for the Offtake Point in the access register of the system operator, and (2) your Offtake Point is connected to the distribution system and has not been taken out of service. In the case of a new connection or a disconnected connection, the meters must have been opened by the system operator prior to this.
- 3.3** The Agreement defines the duration of the Contract. If delivery started before the signing of the Contract, the Contract shall be deemed to have taken effect on the date on which delivery commenced. In the case of remote sales or off-premises sales to a Consumer, we will start delivering to you after the expiry of your withdrawal period (provided for in Clause 4), unless you would expressly request us in writing to start delivering earlier (in accordance with Clause 4).
- 3.4** You may terminate your Contract at any time, without termination fee, subject to compliance with a written notice of 3 weeks from the date of your request for termination. The notice from the network operator that you changed energy supplier, or the disconnection of the Offtake Point, shall serve as sufficient notice of your termination for us, provided the notice period was respected. As long as we are listed in the network operator's access register as supplier for the Offtake Point, the Contract and the tariffs contained therein shall continue to run.
- 3.5** Unless otherwise provided in the agreement or the Special Terms and Conditions and subject to legislative changes and more far-reaching legal protection measures, a fixed-term contract is automatically renewed for one year. We may notify you two months before the end date that we do not wish to renew the Contract, or you may waive the renewal yourself by notifying us in writing one month before the renewal. In any case, we will provide you with an overview of all our active products at least two months before the end date of the Contract. If it would be prohibited by law to extend your Fixed Term Contract, we will provide you with a new contract proposal at least two months before the end date of your Contract. If you do not expressly agree to this contract proposal by the end date of your Contract, we will continue to supply you on the terms of our Cheapest Equivalent Product.
- 3.6** We may terminate a Contract of indefinite duration at any time on 2 months' written notice. If we would be legally obliged to deactivate your Contract of indefinite duration because it is no longer an active product offered, a summary of all our active products including a new contract proposal will be sent to you at least two months prior to the deactivation of the product concerned or, as the case may be, at least two months prior to the expiry of the applicable price guarantee as set out in the Contract. If you do not respond within two months of receiving this new contract proposal, we will continue to supply you with our Cheapest Equivalent Product.
- 3.7** If your Contract has a variable energy price combined with a fixed annual fee, and you as a Consumer terminates your Contract in the first 6 months, you must pay the fixed fee pro rata 6 months. If you terminate your Contract after more than 6 months, the fixed fee will be charged pro rata the number of effective delivery days. However, if you are a Small Professional Customer, you will always pay the full fixed annual fee (regardless of the time of termination).



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## Article 4. Right of withdrawal

- 4.1** As a Consumer, you may revoke your Contract free of charge and without justification within a period of 14 calendar days ("Withdrawal Period"), starting from the Receipt of our written confirmation of your Contract. If you entered into the Contract by telephone, you must confirm your Contract, and the Withdrawal Period starts from the day of Receipt by us of your confirmation of the Contract.
- 4.2** Revocation must be made by unequivocal declaration by letter (to EnergyVision, Bijenstraat 28, 9051 Ghent) or by e-mail (herroeping@energyvision.be). If you wish, you may use the model form for this purpose, which you can [download here](#).
- 4.3** If you have requested to already start the supply (if applicable, Redelivery) of electricity and/or natural gas during the withdrawal period, you will pay/receive, in case of withdrawal, an amount proportionate to the already delivered/quantity of electricity and/or natural gas supplied back up to the time of your notice of withdrawal.

## Article 5. Price

- 5.1** The price you owe us is determined based on the consumption data as communicated by the system operator, and consists of (i) the energy price, as set out in the applicable tariff card and the Special Conditions in force at the time of entering into the Contract; (ii) the Net Tariffs, (iii) the taxes (including VAT), duties, fees, charges, contributions, surcharges, fees and any other charges imposed on us by the competent government or regulatory authority, including those relating to obligations in respect of the return of green power and cogeneration certificates. Components other than the energy price, as imposed - and if necessary changed from time to time (retroactively or not) - by the system operator, the competent authority or regulatory body are always passed on to you on a one-to-one basis (retroactively if necessary).
- 5.2** The fee payable by us to you in the event of injection is determined in the applicable tariff card and will be offset against the price you owe us for the electricity you purchase.
- 5.3** The fee you owe us if you participate in energy sharing or peer-to-peer trading activities is determined in the applicable tariff card.

## Article 6. Modification of conditions and prices

- 6.1** If your Contract is of indefinite duration, we may at any time make price changes or changes to other conditions, provided we give you at least two months' notice by post or e-mail. You may refuse the change by terminating the Contract in accordance with clause 3. In the absence of refusal, the change become effective at the earliest two months after the notification, which is deemed to have been made on the Day of Receipt (if made by post) or on the date of sending (if made by e-mail).
- 6.2** If your Contract is of definite duration, we may propose to you two months before the end of the current period to change prices and/or conditions for the next period. The proposal will be deemed to have been made on the Receipt Day (if done by post) or on the date of dispatch (if done by email). If you do not expressly agree to this contract proposal by the end date of your Contract, we will continue to supply you on the terms of our Cheapest Equivalent Product.
- 6.3** Notwithstanding clause 6.2, we can always make changes when the regulatory framework is changed and this affects the price or when a parameter from the indexation formula of a variable price is no longer published.



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## Article 7. Social tariff

- 7.1** If you believe you are entitled to the social tariff and it is not automatically applied, you should notify us as soon as possible to provide the necessary supporting documents.
- 7.2** At such time as you are no longer entitled to or waive the social tariff, we will continue to supply you with the Cheapest Equivalent Product from our range, the characteristics of which are closest to the social tariff.

## Article 8. Meter reading and billing

- 8.1** For invoicing your consumption (and, if applicable, your injection), we base ourselves on the metering data provided to us by the grid operator.
- 8.2** If your meter reading is annual, we will send you interim advance invoices based on the estimated amount of your next annual settlement invoice. We may revise the amount of your interim bills. You have the right to refuse such revision within 15 days of Receipt of our notice. You have the right to request us to revise the amount of the interim invoices, in which case we will inform you within a reasonable time with reasons whether we can comply with your request.
- 8.3** If you have a digital meter and your meter reading is monthly, you can request monthly billing. If we do not receive your monthly consumption data from the network operator on time, we have the right to change the monthly statement using an estimated consumption. This estimated consumption is recalculated annually, if we have received your consumption data from the grid operator.
- 8.4** If you participate in energy-sharing or peer-to-peer trading activities, you should inform us immediately of this notify 60 days before the start. Where appropriate, we will only take into account the adjusted measurement data such as the grid operator provides it to us.

## Article 9. Payment, interest and costs

- 9.1** Our invoices expire the 15th calendar day after the Day of Receipt and must therefore also be paid within that 15 calendar days. You can pay via bank transfer or direct debit. In the case of direct debit, we provide at least 15 calendar days between the receipt of your interim invoice or statement and the execution of the direct debit order. If you oppose the payment by direct debit of an invoice in accordance with the regulations on payment services, you will not be charged for this. You have the right to exclude the settlement or final invoice from payment by direct debit.
- 9.2** Complaints about an invoice can be formulated and invoices can be rectified up to 12 months after the Receipt day of the invoice. Invoices can also be rectified thereafter if a third party, such as the grid operator, is charged to the origin of incorrect or late billing.
- 9.3** If you do not pay your invoice on time, we will send you a free reminder. If you do not pay on time after this reminder, we will send you a notice of default. We reserve the right to terminate the Contract in the event of non-payment in accordance with article 12.
- 9.4** For Consumers, the first three reminders are free of charge. From the fourth reminder in the same calendar year onwards, we charge EUR 7.50 per reminder (plus shipping costs applicable at the time of sending). For Small-professional customers will be charged a fee of EUR 12 per reminder sent and EUR 20 per formal notice sent, without prejudice to our right to compensation for judicial and/or extrajudicial collection costs.
- 9.5** In case of non-payment, we may charge you as a Small Professional customer negligence interest from the due date of your invoice and calculated based on the interest rate in the Law of 2 August 2002 on combating late payment of commercial transactions. In the event of non-payment, we may also charge you, as a Small Professionals customer, a lump-sum compensation of 10% of the unpaid amount, with a minimum of EUR 25, without prejudice to our right to claim compensation for actual damages that we prove.



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**9.6** In the event of non-payment, we may charge you as a Consumer (excluding protected customers) negligence charge at the statutory interest rate, after the expiry of 14 calendar days following the notice of default referred to in Article 4.3. If the notice of default was sent by post, this period of 14 calendar days starts on the 3rd working day after the notice of default was sent. If the notice of default was sent electronically, the period of 14 calendar days starts on the calendar day following the day on which the notice of default was sent. In addition, we may charge you as a Consumer a fixed fee of:

- EUR 20 if the balance due is less than or equal to EUR 150;
- EUR 30 plus 10% of the amount due on the tranche between EUR 150.01 and EUR 500 if the balance due is between EUR 150.01 and EUR 500.01;
- EUR 65 plus 5% of the amount due on the tranche above EUR 500.01 with a maximum of EUR 2,000 if the balance due exceeds EUR 500.

**9.7** If you are entitled to receive a payment from us, pursuant to our incorrect billing or our late reimbursement, you will also be entitled to the payment of interest at the statutory interest rate, unless the regional regulations in that case provide for a compensation.

**9.8** For Small Professional customers, late payment of one invoice shall result in all other invoices, even if a payment period had been granted for them, becoming due immediately, without notice of default.

## Article 10. Move

**10.1** In the event of a move, the Contract will be transferred to the new address, subject to the provisions of the Special Terms and Conditions.

**10.2** You inform us of the exact moving date and communicate the meter readings on the moving date using the completion and signing of the energy takeover document.

**10.3** If you do not provide the meter readings on the move date, you must in any case provide them no later than 10 days (in the case of Small Professional Customers) or 30 days (Consumer) after the move date. In this case, billing at the old address will stop on the removal date as confirmed by the grid operator. Failing this, the obligations under the Contract remain in force, including payment for the consumed energy (by anyone). However, in the event of failure to give timely notice, we will no longer be liable to pay for any electricity injected.

## Article 11. Liability

**11.1** The continuity and quality of the electricity supplied is the legal and regulatory responsibility of the grid operator. EnergyVision is not liable for this. In the event of damage resulting from an interruption or restriction of or irregularity in the supply of your energy, you can claim against your grid operator. We are not liable for your electrical installation or your Delivery Point.

**11.2** We are not liable for indirect or consequential damages, such as but not limited to loss of production or lost profits or revenues.

**11.3** In any case, we are not liable for hidden defects that are undetectable to us.

**11.4** In any case, we shall not be liable for damages that were not communicated in writing within 30 days following the claim or following the date on which the claim could reasonably be determined.

**11.5** Without prejudice to the foregoing, and without prejudice to any application of a regional energy compensation scheme, we shall at most be liable for direct material damages resulting from (i) the failure to comply with the essential obligations of this Contract; (ii) fraud, gross negligence or wilful misconduct on our part or that of our appointees or agents ; (iii) any act or omission on our part or on the part of any person for whom we are responsible in the event of death or personal injury.

**11.6** Compensation for damages as mentioned in clause 11.5 (i) and (ii) is limited to the amounts we have been able to bill and have received from you during the contract year in which the claim occurred.



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## Article 12. Interruption/cessation of delivery

We may suspend delivery and/or Redelivery or terminate the Contract early by written notice with immediate effect, without judicial intervention and without compensation, subject to compliance with applicable regulations, if:

1. you have not communicated in writing until 15 calendar days after the notice of default has been sent what arrangement you wish to make for the payment of your outstanding bills or, if you did give such notice, you have not made a payment or accepted a repayment plan within the 15 calendar days or if you fail to comply with the agreed repayment plan;
2. an interruption or cessation of supply and/or injection is imposed by the system operator or a competent authority;
3. you commit fraud;
4. there are indications that your financial situation as a Small Professional Customer is such that you will not be able to fulfil your payment obligations and you have not provided sufficient guarantees for the fulfilment of your payment obligation within 15 calendar days after having been reminded to do so.

## Article 13. Transfer

We are entitled to transfer the Contract, without your express agreement, to a third party to the extent that it complies with the legal provisions on the supply of electricity or natural gas and has the necessary authorisations, and provided that the conditions set out in this Contract are maintained.

In the event of assignment, we will notify you as soon as possible. Unless otherwise provided for in the Special Terms, you will in no case be entitled to assign the Contract.

## Article 14. Power of attorney

By entering into the Contract, you give us power of attorney to request your consumption data for the last 3 years from the grid operator on your behalf, and in case of a supplier change, to terminate your current contract with your previous supplier.

## Article 15. Force majeure

EnergyVision cannot be held liable if it fails to fulfil its obligations, arising under the Contract, or fails to do so on time due to a Force Majeure Event. Force majeure includes any event which neither you nor we can reasonably control, including but not limited to, interruptions of transport, transmission and distribution, failure or non-functioning of the systems of the network operators, fault on the part of the network operator, exceptional weather conditions, strike, etc. If the force majeure event lasts at least one month, the parties may terminate the Contract in part or in full subject to express written agreement, without any possible claim for compensation.



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## Article 16. Protection of your personal data

EnergyVision is responsible for processing your personal data in the context of the performance of the Contract. By accepting these Terms and Conditions, you indicate that you have read EnergyVision's Privacy Statement, which can be found via the link [www.energyvision.be/privacy-beleid](http://www.energyvision.be/privacy-beleid). For any questions regarding the processing of your personal data, please contact us at [privacy@energyvision.be](mailto:privacy@energyvision.be) or by post, EnergyVision Data Protection Bijenstraat 28, 9051 Ghent.

## Article 17. Severability

- 17.1** The nullity or unenforceability of one or more clauses of the Contract will not affect the validity or enforceability of the remaining clauses of the Contract.
- 17.2** If valid compliance with all or any part of the Contract is no longer possible by virtue of an effective final judicial or other decision of a competent judicial authority, commission, government agency or similar institution having jurisdiction over the Parties, then the Parties undertake to amend the Contract to the best of their ability in the spirit of this Contract in order to replace the void, invalid or impracticable provision with a valid or enforceable provision.

## Article 18. Contact and Complaints

- 18.1** For any communication, questions or complaints, please contact EnergyVision's customer service at:
- Letter: Bijenstraat 28, 9051 Ghent
  - Phone: 09 38 38 296
  - E-mail: [hello@energyvision.be](mailto:hello@energyvision.be)
- 18.2** If you have agreed to communication by e-mail, communications from EnergyVision (such as information regarding your Contract, invoices, annual statements, etc.) will be by e-mail by default and you will not receive a paper version by post.
- 18.3** You are responsible for the validity and correct communication of the e-mail address you provide. You commit to reading your e-mail regularly and ensure that your mailbox allows you to receive our e-mails. You immediately notify us of any change in your e-mail address. An erroneous communication of your e-mail address or late communication of the changed e-mail address is not a justification of non-payment (on time) by you. If we determine that our e-mails cannot be delivered to you, we may decide to switch to paper communication.

## Article 19. Applicable law and out-of-court-dispute resolution

- 19.1** Belgian law shall apply. The parties exclude the application of Article 5.74 of the Civil Code ("Change of circumstances").
- 19.2** Notwithstanding the jurisdiction of the Belgian courts and tribunals, in the event of a dispute you may also turn to the Federal Energy Ombudsman. However, they can only act after you first tried to find a solution together with us. More info at <https://www.ombudsmanenergie.be/nl>. If you have entered into your Contract electronically, as a Consumer you can also appeal to the online dispute resolution platform at <http://ec.europa.eu/consumers/odr/>.