

# Energy that looks after your business.



**utilita**   
life with power

Excellent



 Trustpilot

# Smart meters put you in control.

Smart meters automatically send us readings, so you'll only be billed for the energy you use – so no more estimated bills!



# Go green with our Net Zero tariffs.



[www.utilita.co.uk/sustainability](http://www.utilita.co.uk/sustainability)



We're committed to becoming a net zero business by 2030, and all of our tariffs for business customers are available as a Net Zero green tariff option - so you can help the UK get greener.

# Your prices protected.



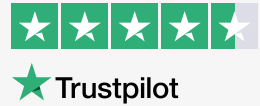
[www.utilita.co.uk/business](http://www.utilita.co.uk/business)

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## No hidden fees

Enjoy the peace of mind of a fixed term, fixed price contract – free from price rises – so you always know what you'll be paying for your energy.

# We do energy so you can do business.



Running a business is challenging. The last thing we want you to worry about is your energy account. That's why we offer dedicated support from a Business Account Manager just for you.

[www.utilita.co.uk/business](http://www.utilita.co.uk/business)



# Customer Guarantee Scheme.

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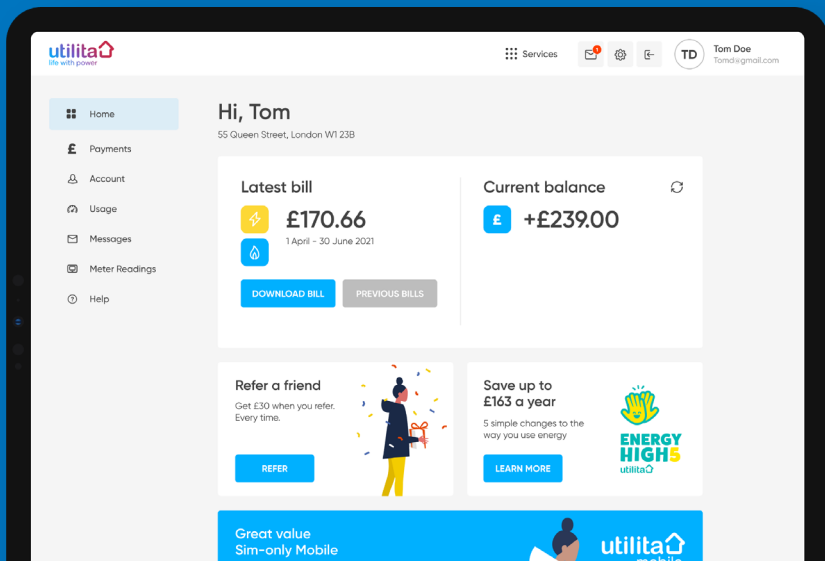
You can build your credit history with us by making an advance payment. Just keep your account up to date for a maximum of six months, and we'll return the full advance payment to you.



# Power at your fingertips.

Control your usage and spend at the tap of a finger with My Utilita online. Manage your account on the go, check your bill and measure your energy efficiency.

my.utilita.co.uk/business



# Terms and Conditions

These Terms & Conditions are for the provision of services to commercial supplies.

Please read through these terms and conditions to ensure you fully understand your commitment and our obligations.

## Version 2.0

Effective from 1 November 2019

## 1 / YOUR AGREEMENT WITH US

This section explains that you are entering into a legally binding agreement, describes how and when your Contract for Services starts and what to expect at the start of your journey with us. 'Services' includes gas, electricity and any other products we may offer.

**1.1** We are Utilita Energy Limited, Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh SO53 3QB, registered in England – 04849181 – and with VAT number: 823818422.

**1.2** These terms and conditions ('Terms') apply if you are a business customer and we are supplying Services to your business Premises. The term 'Premises' refers to the whole or relevant part of any land, building or structure where our Services are to be supplied, which is used wholly or mainly for business purposes. Premises can also mean, a Premises that is covered by a commercial agreement for the provision of a residential or any other accommodation service which includes a charge for the supply of Services to the Premises.

**1.3** If you have more than one Premises, and ask us to supply any additional Premises, these Terms operate independently for each Premises and supply point we supply.

**1.4** Your 'Contract' with us includes your Application, (which includes your prices and charges, including applicable Value Added Tax, applicable Climate Change Levy (CCL) and chosen payment method); any documents that we have referred to in these Terms, these Terms; and any promotional offers made to you as part of your Application. Some of our Services have special terms and conditions which will apply to and form part of our Contract with you, and we will tell you about these terms when you ask us to provide those Services.

**1.5** By entering into this Contract, whether in person, online, telephone or via third-party (who you have authorised to act on your behalf who has entered into this Contract), you confirm to us that:

**1.5.1** You are a business customer, or that you will be a business customer, at the time we start the supply of the Services.

**1.5.2** You have sufficient authority on behalf of the organisation or business identified in the Application to enter into this Contract;

**1.5.3** You have been given a copy of these Terms and acknowledge that we will supply our Services on these Terms; and

**1.5.4** You have not already agreed a contract for a supply of gas and/or electricity services with any other supplier that may conflict with this Contract.

**1.6** Your Contract starts (The "Contract Start Date") on either:

**1.6.1** the date the Application is signed; or

**1.6.2** the date you verbally agree to contract with us over the phone; or

**1.6.3** the date we receive your completed online Application.

**1.7** We may ask you to provide proof of your identity, address or business in order to supply you under this Contract. We may also require personal and/or business information enough to carry out a credit check, where applicable.

**1.8** If we are concerned about your ability to pay your bills, we may ask for an Advanced Payment, which will be an amount based on the first three months of your forecasted estimated energy costs from your Supply Start Date. This Advanced Payment will be held on your account to be offset against your future energy charges.

**1.8.1** If you do not make the Advanced Payment as requested before we begin to supply you, then we may cancel your Contract. Where we cancel your Contract for this reason and you have agreed a Fixed Term Contract, you will be required to pay any termination fee that is applicable.

**1.8.2** If you do not make the Advanced Payment as requested and we have already begun to supply you, then we may cancel your Contract. Where we cancel your Contract for this reason and you have agreed a Fixed Term Contract, you will be required to pay any termination fee that is applicable. If you decide to leave our supply, you will also be required to pay for any energy consumed in full before you leave our supply, including the termination fee. If necessary, we may ensure this is the case by preventing your supply transferring pending you making such payment.

**1.9** You confirm that the equipment in your Premises complies with any relevant standard as to safety, accuracy and reliability. If you are unsure whether you can meet this requirement, please contact us.

**1.10** If your Premises does not contain suitable metering equipment (appropriate to your profile class) or your equipment is not suitable for the charging structure that is set out in your Application then we may install suitable equipment and/or change the price we charge you for the Supply. If you do not agree to the price change and have a Fixed Term Contract, you can cancel the Contract by providing Notice and you will be required to pay any termination fee that is applicable, in addition to paying for any energy consumed in full before you leave our supply. If necessary, we may ensure this is the case by preventing your supply transferring pending you making such payment.

## 2 / STARTING YOUR SUPPLY WITH US

This section explains when and how we will begin supplying Services to you.

**2.1** After the Contract Start Date, we will begin the process to transfer your supply to Utilita. Your Supply Start Date will be either:

**2.1.1** a date which we have agreed with you or when we have taken over your supply; or

**2.1.2** in cases where a meter or junction box must be connected before supply can start, when the meter or junction box is actually connected.

**2.2** We will try to accommodate any specific date that you request the supply to start, but we cannot guarantee the Supply Start Date.

**2.3** On or around your Supply Start Date, you will need to provide us with an opening meter read. If you do not give a valid opening meter reading, we may either estimate a reading or ask one of our representatives to visit your Premises to take a meter reading. You acknowledge that we will use such estimate as the basis for working out any charges for the energy we have supplied. Please see [business.utilita.co.uk/COP](http://business.utilita.co.uk/COP) for more information on estimated billing.

### Switching Supply

**2.4** We aim to complete the transfer from your existing energy supplier within 21 days from the Contract Start Date if applicable, unless you request it to start later.

**2.5** The Supply Start Date may be delayed if:

- you have not given us the information that we reasonably need to complete the transfer process

- your existing supplier objects to the switch.

In each case we will work with you to try to arrange to complete the transfer of supply.

**2.6** We do not guarantee that it is possible to switch suppliers. If we cannot complete the switch for any reason, we will contact you to tell you, and we will end your Contract. If we end your Contract for this reason, we will not charge a termination fee.

If you change your energy supplier, you still have to pay all



unpaid sums owed to them, including any termination fee, where applicable.

### 3 / YOUR METER

This relates to your electricity and/or gas meter, together with any associated communications equipment, and any Smart Energy Monitor, where you have a Smart Meter. This section explains how we manage your Meter(s), install a Smart Meter or Advanced Meter (where applicable) and how data is collected. We will attempt to exchange your Meter with a Smart Meter or Advanced Meter, wherever possible. If we are unable to install a Smart Meter or Advanced Meter, we will supply you through the existing equipment, although you will not have access to all our services. Obligations and responsibilities in these Terms apply to both Smart Meters, Advanced Meters and existing metering equipment.

At any part during your Contract with us, if you have, or require, a half-hourly meter and a maximum demand of 100 kW or greater (including where the MPAN has a profile class 05-08), the following provisions in this section 3 do not apply to you, instead, our Supplemental Half-Hourly Terms and Conditions will apply and can be found [utilita.co.uk/business/terms](http://utilita.co.uk/business/terms)

**3.1** If your meter supplies other addresses or any parts of a Premises that you do not own or use or that are in whole or in part used or operated by another party, you must tell us. You will be responsible for paying us for all of the gas and electricity that is supplied through your meter, even if it is used at the other address or other parts of the Premises unless we have agreed otherwise with you in writing.

#### Looking after your Meter

**3.2** Your Meter is owned by us, or our representatives. You are responsible for looking after your Meter, and for keeping all pipes, fittings and equipment in good working order. You agree not to remove or damage or allow anyone else to remove or damage, the Meter or any other metering equipment (including the communications equipment or keypad or display). If you notice any damage or tampering, you must tell us straight away. We may charge you for the costs of repairing or replacing damaged equipment where it has not been maintained properly, this may include replacement top-up cards or Smart Energy Monitors, where applicable.

**3.3** We may be able to repair or update your Meter, change payment mode, or disconnect it remotely without the need to visit your Premises in person.

#### Installing a Smart Meter

**3.4** If you do not have a Smart Meter at your Premises, or we cannot operate the meter you do have, we may install one for you. We will arrange an appointment with you for the installation. If you cancel on the day, or do not grant our engineers safe access to the meter, we may charge you for the cancelled appointment. Any charges will be communicated to you in advance of them being added to your account.

**3.5** If you unreasonably refuse to allow us (or our representatives) to install a Smart Meter at your Premises, we may terminate the Contract. If you have agreed a Fixed Term Contract, you will be required to pay the termination fee applicable to the Contract. You will also move onto our Out of Contract prices.

#### Consent to Collection of Data from Your Smart Meter

**3.6** Where you have a Smart Meter, it will record data about your energy usage and technical data and send the data to us. We will collect data automatically and you do not need to do anything unless you want to change the frequency of the data we collect. The collection of data may happen once a day or at different intervals. We will charge you for your energy using information about your usage collected from your Smart Meter(s). If we cannot access data from the Smart Meter(s), we may need to estimate your usage.

**3.7** The Smart Meter records meter reading data half-hourly. We use this data in order to ensure we minimise the costs of energy and provide you with up to date information on energy consumption. By signing up to this Contract, you acknowledge that we will usually collect the half-hourly data daily during the term of the Contract, unless or until you contact us to ask us not to. If you object to our collecting the half-hourly data, and you would like to opt-out of us

collecting this data you can do so by calling our Business Customer Services Team on 03330 156 662. Please note that this opt-out only applies to the collection of the half-hourly data recorded by the Smart Meter, and you cannot opt-out of us collecting a monthly meter reading.

**3.8** If you do not have a Smart Meter or we cannot connect to your Smart Meter to collect data, you will need to continue to provide us with meter readings, in which case we make ask you for meter readings at intervals. If we don't have meter readings, we will estimate your usage and bill you accordingly, please see [business.utilita.co.uk/COP](http://business.utilita.co.uk/COP) for more information on estimated billing.

**3.9** By entering into these Terms, you are agreeing to use our chosen Data Collector. A Qualified Data Collector is a person or company who provides meter data retrieval and/or meter data processing services. The charges for this service are included in your prices as displayed in your Application. If you have an existing agreement in place for the provision of a Data Collector service, then the following will apply:

**3.9.1** you must tell us in writing of their details before we begin to supply your Premises. You should allow 30 days' notice before your proposed Supply Start Date, so that we have sufficient time to appoint the correct Data Collector and avoid any delays in the receipt of your metering data.

**3.9.2** Where you have asked us to, we will use all reasonable care to appoint your chosen Data Collector, but we may reject or delay the appointment where it is reasonable to do so. Any costs or additional charges incurred by us for such an appointment, that is not already outlined in your Application, will be reclaimed from you through a separate charge on your bill. If we do not appoint your chosen Data Collector, we will appoint our own, under clause 3.9.

**3.9.3** The Data Collector will obtain from your meter, and provide us with, data about your energy usage and technical data. The collection of data may happen once a day or at different intervals. We will charge you for your energy using information about your usage collected from your Meter(s). If we cannot access data from the Meter(s), we may need to estimate your usage. We use this data in order to ensure we minimise the costs of energy and provide you with up to date information on energy consumption.

**3.10** If you have an existing agreement in place for the provision of a Meter Operator, the following will apply:

**3.10.1** Where you have asked us to, we will use all reasonable care to appoint your chosen Meter Operator, but we may reject or delay the appointment where it is reasonable. Any costs or additional charges incurred by us for such an appointment, that is not already outlined in your Application, will be reclaimed from you through a separate charge on your bill. If we do not appoint your chosen Meter Operator, we will appoint our own.

**3.10.2** Where you would like to change your Meter Operator, you must provide us with at least 30 days' notice, and provide to us in writing the details of your new Meter Operator. We will use all reasonable care to appoint your chosen Meter Operator, but we may reject or delay the appointment where it is reasonable to do so. Any costs or additional charges incurred by us for such an appointment, that is not already outlined in your Application, will be reclaimed from you through a separate charge on your bill.

**3.10.3** Your Meter Operator must pay, or indemnify us against any loss, cost or expense incurred by us as a result of their acts, omissions, or failures.

### 4 / USING AND PAYING FOR SERVICES

You agree to pay us for the Services that you use. We offer fixed term and variable term Contracts. We explain what these Contracts are and describe the differences in the Terms for each Contract. This section also explains how we charge for our Services, how you can pay us and how we deal with payment difficulties. If there is more than one person liable to pay us for the Services that are used under this Contract, we may seek to recover part or all of the charges from you or any other person.

#### Types of Contracts

**4.1** If you have entered into a Fixed Term Contract which is for an agreed period of time, you may cancel your Contract at any time by providing at least 30 days' notice. This is called a termination notice. If you wish the termination notice to take effect before the

expiry of the fixed term contract, you will be required to pay the termination fee applicable to this Contract. The termination fee is detailed in the Principal Terms, please see [business.utilita.co.uk/terms](https://business.utilita.co.uk/terms)

**4.2** If you give us a termination notice to end your Fixed Term Contract, but you have not moved your supply away from us after the termination notice has expired, you will move onto our Out of Contract prices. See clause 5 for information on what happens after the Fixed Term Contract comes to an end.

**4.3** If you are on our Out of Contract prices, you can leave the Contract at any time by providing 30 days' notice. No termination fee applies. Please see clauses 6.4 and 6.5 for ending your supply.

**4.4** You will be on a Deemed Contract where you become responsible for the energy supplied to the Premises and where you have not agreed a Fixed Term or Variable Term Contract. This may happen when you move into a property supplied by us, or where someone has moved out of the Premises and you take responsibility for a property supplied by us. We may ask you to provide documentary proof of your identity, address or business to ensure that you are supplied on the correct Contract. Please see [business.utilita.co.uk/downloads](https://business.utilita.co.uk/downloads) for our current Deemed Prices and Principal Terms. You will continue on the Deemed Contract and Deemed Prices until you expressly agree a Contract or if you move to another supplier. There is no requirement to provide a termination notice for Deemed Contracts and no termination fee applies. Whether or not you leave the Premises, if you change to a new energy supplier, you still have to pay all unpaid sums owed to us for your usage.

### Payment Methods

**4.5** Where you choose to use prepayment, you can top up your meter using the top-up card number that we supply to you via a range of options.

**4.6** If you chose to receive a bill for payment, or pay by Direct Debit, you must pay by the date set out on the bill. We will usually issue bills monthly or quarterly. Details of how to pay a bill are set out in our Code of Practice on Paying for Your Energy at [business.utilita.co.uk/COP](https://business.utilita.co.uk/COP)

### Additional Charges

**4.7** Where you qualify for reduced VAT and CCL charges, you must provide us with the appropriate documentation before we apply the reduced rates – see [business.utilita.co.uk/downloads](https://business.utilita.co.uk/downloads) for more information. You will be charged based on the percentage of qualifying use set out in the documentation. If your consumption is below a certain limit, we will apply VAT at the reduced rate automatically. If your circumstances change, you must notify us so that we can make the appropriate adjustments. Charges may not be capable of backwards adjustment if you have failed to notify us of a change in status or circumstances or if you notify us late. You are solely responsible for paying the right amount of VAT and CCL

**4.8** We may charge you for additional costs that are reasonably incurred by us as a result of us supplying the Services to you. In addition to any charges already stated in these Terms, such other additional charges may include non-standard network operator costs, costs of changing your meter arrangement (except where we are changing it under clause 3.3), costs of sending you additional copies of documents already supplied. These additional charges will be communicated to you before they begin to apply.

**4.9** We will not increase any Fixed Term Contract prices (excluding pass-through costs) we have agreed with you unless the increase is due to a change in law or regulation or variation of any Value Added Tax rate.

### Delays in Payment

**4.10** If you are struggling to pay for our Services, or if there is any delay to your payment, you must tell us. If you do not pay for our Services when we ask you to, we may incur additional costs related to recovering the payment from you, which we will pass on to you. We may ask you to pay for our Services by an alternative method. In severe cases of non-payment of the charges, we may disconnect or de-energise your supply and charge you our reasonable costs of doing so.

**4.11** If you dispute a charge, please let us know as soon as possible. You are responsible for paying any undisputed charges. If you dispute any charges, we will make reasonable investigations

and provide you with our findings. Where we determine that the disputed amount is valid according to these Terms, we will ask for the remaining amount and you will be required to pay that amount.

**4.12** If you are late in making a payment, we may impose a late interest charge at a rate of 4% above our nominated high street bank base rate. We may also charge a Payment Administration Fee as set out, from time to time, in our Code of Practice on Paying for your Energy at [business.utilita.co.uk/COP](https://business.utilita.co.uk/COP)

**4.13** If you have more than one account with us including accounts relating to more than one supply point, we may use any or all money paid to one account or supply point to pay off outstanding money owed to us on your other accounts or supply points.

**4.14** You may not offset or deduct any payments that are owed to us under this Contract against any amount that may be owed, or claimed to be owed to you, without our consent.

**4.15** If we are concerned about your ability to pay the charges relating to your supply if you are a credit customer, or if we are concerned that you may bypass or damage a meter, we may ask you to pay us a fair and reasonable Advanced Payment. We may use this Advanced Payment to offset sums owed to us.

### Revenue Protection and Illegal Use

**4.16** Any action or attempt by you to amend or bypass any metering equipment, misuse a prepayment meter, consume energy without paying for it, or use the supply of energy for illegal activities may constitute a criminal offence.

**4.17** Where we become aware of inappropriate behaviour or of an allegation that an offence may have been committed, we will investigate these allegations and will act in accordance with our regulatory standards. This may include passing information about you to the police.

**4.18** Where we undertake revenue protection activities this may result in extensive charges being made to your account including (but not limited to) the cost of any investigation, warrants and associated costs, and the costs of any subsequent court case.

**4.19** You can find out more information about our revenue protection activities by reading our Paying for your Energy Code of Practice at [business.utilita.co.uk/COP](https://business.utilita.co.uk/COP)

## 5 / MANAGING YOUR ACCOUNT

This section explains how we will operate your account on a day to day basis, and how we will engage and interact with you.

**5.1** You are responsible for ensuring the information you have given us is accurate and up to date. You are responsible for providing us with a valid email address on which we may contact you. We will use this to contact you unless you, or another authorised person, ask us to use an alternative email or other form of communication. We may also communicate via SMS or social media where appropriate.

**5.2** You are responsible for ensuring that you, and your business personnel, co-operate with us in the supply of the Services, and comply with the requirements in these Terms.

### If we need to visit you

**5.3** You confirm that you are legally able to, and have all relevant permission and consents to, allow us to have access to your Premises to install or access your metering equipment. You are also responsible for telling us about the configuration of the Premises to which this contract relates. This requirement applies whenever we need to access your Premises, and may include, but not be limited to, whether a meter has a secondary meter attached, or there are any other non-standard aspects to your Premises or installation that an engineer would reasonably need to know to work safely.

**5.4** You agree to allow us, our representatives or the network operator, to have safe, full and free access to your Premises at any time in an emergency, or where there is danger to people or property or where any statutory rights are being enforced, and at other times on reasonable notice to install, inspect, monitor, maintain, test, repair, replace, renew, operate or disconnect your Smart Meter or other metering equipment. Please ensure that it is easily accessible when we or our representatives visit.

**5.5** We may also need to visit you to work on your meter if you report any fault or problem with the meter to us. Where you prevent us from access to your Premises to carry out any work stated above, we may charge you for the visit, which may include the cost of removing any obstruction, or the cost associated with cancelling and rescheduling attendance.

**5.6** We understand that to access the meter or equipment we are visiting your Premises, and for further information on what happens when we need to access your Premises and the security measures we can put in place, please read our Code of Practice on Arrangements for Site Access at [business.utilita.co.uk/COP](http://business.utilita.co.uk/COP)

### Renewing your Fixed Term Contract

**5.7** We will notify you on or around 60 days before your Fixed Term Contract ends. If you choose to enter into a new Fixed Term Contract with us, then it will start the day after your previous Fixed Term Contract ends.

**5.8** If you do not choose a new Fixed Term Contract, you will move onto our Out of Contract prices. These will start the day after your Fixed Term Contract ends.

### Changes to these Terms of your Contract

**5.9** From time to time we may need to make changes to these Terms, your prices (in line with the provisions of this contract), or our Privacy Information Notice. We may provide notice of these changes online, or in other communications with you.

**5.10** If we make any changes to the prices of our Deemed Prices, we will publish these on our website from time to time.

**5.11** If we make any changes to the prices of our Out of Contract prices, we will publish these on our website from time to time.

### What to do if you are unhappy with our Services

**5.12** If you wish to make a complaint, a copy of our Complaints Handling Procedure can be accessed at [business.utilita.co.uk/contact/complaints](http://business.utilita.co.uk/contact/complaints) This will give you further information about our timescales for dealing with complaints and what you can do if you are not satisfied with our handling of your complaint.

## 6 / ENDING YOUR SUPPLY WITH US

From time to time it may be necessary to temporarily or permanently stop supplying Services to you under this Contract. This section explains the circumstances in which we and you are able to bring the Contract to an end.

### If you wish to Cancel the Contract

**6.1** If you wish to cancel this Contract you must give us 30 days' notice. You must provide us with a written termination notice to [smeterminationnotice@utilita.co.uk](mailto:smeterminationnotice@utilita.co.uk) or Utilita Energy, 45-46 Lanswoodpark Business Centre, Broomfield House, Broomfield Road, Elmstead Market, CO7 7FD. You do not have to provide a termination notice if you are on a Deemed Contract. If you do not give us proper notice as required under this clause 6, then the Contract will remain in effect, and you will continue to be legally responsible for all charges under the Contract until it is lawfully terminated.

**6.2** If you are cancelling a Fixed Term Contract before the end of the term, you will be required to pay a termination fee. This will be added as a charge to your bill. See your Principal Terms for more information. If you are cancelling any other Contract, you are not required to pay a termination fee solely as a result of cancelling the Contract, although you may be required to cover the reasonable costs that we may incur to prevent any further supply of Services to the Premises.

**6.3** If you are cancelling a Fixed Term Contract you will move onto our Out of Contract prices, on the day after your notice expires or on a later date that you agree with us, unless you switch your supply away before the Out of Contract prices apply.

**6.4** If you are moving to a new Premises, you must provide 30 days' notice before you move and pay any applicable termination fee where you are ending a Fixed Term Contract before the term ends. You must provide:

- the date you are leaving the Premises
- your new address and contact details
- the name and contact details of the new owner or occupier

• a closing meter reading if you are not a prepayment customer. If you have a Smart Meter, we may take this remotely if you have consented to data collection. If you do not give us an accurate meter reading, you may be required to pay us the difference between the estimated bill and the next meter reading we receive.

We may ask you for documentary proof that you have left the Premises.

**6.5** If you do not tell us that you are moving, or provide documentary proof that you have left when we ask you to, you will be responsible for paying for any energy used until after the notice under clause 6.4 expires or the date on which another person notifies us that they have taken over the Premises.

**6.6** If you wish to switch to a different energy supplier the Contract will continue until the switch is completed. We have the right to object to your proposed supply transfer, including but not limited to: if, at the time of the proposed transfer:

**6.6.1** you have any unpaid charges (including unpaid termination fees);

**6.6.2** if your fixed-term contract has not ended;

**6.6.3** you have not provided a Termination Notice, or your termination notice period has not ended;

**6.6.4** if the proposed new supplier agrees that the transfer was initiated in error;

**6.6.5** you have related metering points and your new supplier has not applied to transfer all the related metering points on the same working day for the same Supply Start Date.

**6.7** Even if you have cancelled this Contract or left the Premises, you will remain liable for any energy consumed at the Premises before the cancellation notice takes effect, together with, any unpaid sums owing on your account, including any applicable termination fee and emergency and/or friendly credit which has not been repaid. We may take reasonable steps to locate you and recover any sums owed to us after you have cancelled the Contract, and we may charge you additional sums to cover our costs to do so.

### If we wish to Suspend or Cancel the Contract

**6.8** Sometimes we have to stop or restrict the supply of Services, or we may refuse to supply our Services under this Contract where:

**6.8.1** you have not paid for the Services that you are receiving from us in full and on time;

**6.8.2** you are not carrying out your responsibilities under these Terms, or are in breach of your obligations under these Terms;

**6.8.3** you are required to cut-off your supply under any of the utility industry arrangements under which we are operating;

**6.8.4** there is danger to the public or property, or if we have reason to believe there is danger to the public or property, if we continue with the supply of energy;

**6.8.5** where we have reasonable belief that;

**6.8.5.1** you may or have stopped trading,

**6.8.5.2** your business is wound up,

**6.8.5.3** you or the business becomes insolvent, enters administration or receivership or any other voluntary creditor agreement;

**6.8.5.4** you are declared bankrupt, an interim or final order is made under the Insolvency Act 1986,

**6.8.5.5** you stop paying, or become unable to pay your debts as they fall due, whether or not a debt to us has been paid in full;

**6.8.5.6** in any circumstances permitted under the terms of our Licence, or in law or regulation.

**6.9** Except in an emergency, we will try to work with you to minimise the interruption in the supply. If the suspension of the supply of Services is temporary, we will explain that to you. If the suspension is not temporary, we may cancel the Contract immediately.

**6.10** We may cancel this Contract immediately if you are no longer the owner or occupier of the Premises or Ofgem or another relevant authority directs another supplier to supply energy to the Premises.

**6.11** We may cancel this Contract at any time by giving you at least 3 months' notice in writing.

**6.12** If we lose our licence to supply Services to you, either you or we can cancel this Contract immediately.

**6.13** Termination of this Contract will not affect any existing rights or obligations that you or we may have.

**6.14** If you switch to another supplier, we will automatically refund any unused credit on your prepayment meter if you pay by prepayment. If you are a credit customer or pay by direct debit, any unused credit balance on your account will be included in your final bill and a refund issued if necessary.

**6.15** You agree that we may transfer charges, credit or information relating to your energy to a third party in accordance with the law and regulations, including to enable us to manage any outstanding payments owed to us.

**6.16** We may cancel your existing Contract and offer you another Contract where:

**6.16.1** you are on a Contract or on prices that are not compatible with your metering equipment; or

**6.16.2** your consumption is materially different to the estimated annual usage specified on your Application.

**6.17** In these cases, you can either accept the new Contract or terminate your Contract. Terminating your Contract will mean that you move onto the Out of Contract prices and a termination fee will apply.

## 7 / OPTIONAL PROVISIONS

### Green Deal Supplemental Terms – only applies to customers on the Green Deal

**7.1** Utilita is a Green Deal Supplier. If you would like to use our Green Deal Services, you will need to sign up to our Green Deal Terms. To find further information on the Green Deal, including our Green Deal Terms, please contact our Customer Services by emailing [customerservices@utilita.co.uk](mailto:customerservices@utilita.co.uk)

### Online Portal Supplemental Terms – only applies to customers who have access to My Utilita Business

**7.2** Utilita operates an online portal, My Utilita Business, which serves to help non-domestic customers self-manage their business energy account. To find further information about this, including our My Utilita Business Terms and Conditions, please see [my.utilita.co.uk/business/terms](http://my.utilita.co.uk/business/terms)

## 8 / ADDITIONAL INFORMATION

### Standard Terms of Connection for the Supply of Electricity Only

**8.1** Your local electricity distribution network operator has appointed us as an agent to obtain an agreement with you on standard terms of connection. We cannot start to supply you with electricity, if that is what we are agreeing to do, until that agreement is in force.

**8.2** You agree that under this Contract we are supplying you with electricity and that we are acting on behalf of your electricity distribution network operator to agree with you a connection to the electricity distribution network. This Contract does not give you a legal right to have electricity delivered. The agreement is between you and the network operator and is subject to the National Terms of Connection (NTC). The NTC is a legal agreement which affects your rights and it will start when you enter into this Contract. To obtain a copy of the NTC or to ask any questions about it, please write to Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF, phone 020 7706 5137, or you can find relevant information on the internet at [www.connectionterms.co.uk](http://www.connectionterms.co.uk)

### Our Liability to You

**8.3** We do not limit our liability to you for death or personal injury arising out of our negligence or fraudulent misrepresentation.

**8.4** We are only responsible for foreseeable loss or damage that is caused by our failure to comply with these Terms or the Contract we have with you, or where we do not use reasonable skill and care. If you suffer loss as a result of our failure under this Contract, our total aggregate liability to you for all claims is limited to £10,000

for any one event or series of connected events in any 12-month period.

**8.5** We are not responsible for unforeseeable losses, or any other loss or damage that you may incur which is not an obvious consequence of our failure, or where the failure is due to circumstances that are beyond our reasonable control. We are not responsible for any indirect, special or consequential losses you may suffer, including but not limited to any business losses or profits, loss of income, or disruption to business activities carried out at the Premises. We are not responsible for any legal liability you may have to a third party.

**8.6** If we cannot supply the Services to you because of a third party provider (such as the network operator) our total liability to you is limited to the amount that we recover on your behalf from that third party.

**8.7** These clauses survive our termination of the Contract and take priority over all other terms of the Contract, but do not affect our rights or responsibilities under the Standard Conditions for supply that we must adhere to under our licence to distribute energy services.

### Managing Personal Information

**8.8** We collect data about you, your business, and your meter so we can provide the Services to you and to comply with our regulatory obligations. We explain what information we collect and what we use it for in our Privacy Information Notice which is online at [business.utilita.co.uk/terms](http://business.utilita.co.uk/terms) or you can call our Customer Services Team if you need a hard copy.

## 9 / MISCELLANEOUS TERMS

**9.1** Where the business customer consists of more than one natural or legal person, each of those persons shall be jointly and severally liable for all rights and responsibilities, including but not limited to payment, under the Contract, and you acknowledge that we may take action against any one or more persons to protect our rights and position.

**9.2** Sometimes we are required by law or regulation to transfer your Contract with us to another supplier without getting your consent, for example, if Ofgem tells us to do so.

**9.3** We may transfer or subcontract all or any part of our obligations to a third party who holds appropriate authorisation, and your rights will not be affected. If you have paid an Advanced Payment this will also be transferred.

**9.4** Nothing in this Contract affects any statutory rights you may have under law.

**9.5** If any part of this Contract is found to be invalid or unenforceable by any competent authority, this will not affect the validity of the remaining provisions of the Contract.

**9.6** We can enforce any rights and obligations under this Contract even if there is a delay in doing so.

**9.7** If the address of the Premises is in England or Wales, this Contract shall be governed by the laws of England and Wales and disputes arising shall be dealt with by the English courts. If the address of the Premises is in Scotland, your statutory rights are not affected.

# Supplemental Terms and Conditions

(for half hourly customers only)

## Version 1.0

Effective from 1 November 2019

If you have, or require, a half-hourly meter and have a maximum demand of 100 kW or greater, these following terms apply to you. This includes any MPAK with a profile class 05 to 08.

### 1. Appointment of a Meter Operator

**1.1** Before we can begin to supply your Premises, you must provide to us, in writing, the details of your Meter Operator. A Meter Operator is a company who provides, installs, maintains and/or administers your metering equipment. The agreement between you and your Meter Operator should cover the provision and maintenance of an appropriate half-hourly metering system (including a functioning communications facility).

**1.2** You, and your Meter Operator, are responsible for looking after your Meter, and for keeping all pipes, fittings and equipment in good working order. You agree not to remove or damage or allow anyone else to remove or damage, the Meter or any other metering equipment (including the communications equipment or keypad or display). If you notice any damage or tampering, you must tell us straight away. You, or your Meter Operator, must replace your meter with an Advanced Meter as soon as reasonably practicable where it no longer functions correctly.

**1.3** If you do not have a Meter Operator prior to the Supply Start Date, (see clause 2 of our Standard Terms and Conditions), or where your appointed Meter Operator becomes no longer qualified and you do not provide us with the details of your alternative Meter Operator in writing, we will appoint one for you. This can be a more expensive option and the costs will be separate from the prices included in your Application. The additional charges that we incur as a result of appointing the Meter Operator on your behalf would appear as a separate charge on your bill.

**1.4** Where you have asked us to, we will use all reasonable care to appoint your chosen Meter Operator, but we may reject or delay the appointment where it is reasonable to do so. Any costs or additional charges incurred by us for such an appointment, that is not already outlined in your Application, will be reclaimed from you through a separate charge on your bill.

**1.5** Where you would like to change your Meter Operator, you must provide us with at least 30 days' notice, and provide to us in writing the details of your new Meter Operator. We will use all reasonable care to appoint your chosen Meter Operator, but we may reject or delay the appointment where it is reasonable to do so. Any costs or additional charges incurred by us for such an appointment, that is not already outlined in your Application, will be reclaimed from you through a separate charge on your bill.

**1.6** Your Meter Operator must pay, or indemnify us against any loss, cost or expense incurred by us as a result of their acts, omissions, or failures.

**1.7** If your meter supplies other addresses or any parts of a Premises that you do not own or use or that are in whole or in part used or operated by another party, you must tell us. You will be responsible for paying us for all of the electricity that is supplied through your meter, even if it is used at the other address or other parts of the Premises unless we have agreed otherwise with you in writing.

### 2. Appointment of a Data Collector

**2.1** By entering into these Terms, you are agreeing to use our chosen Data Collector. A Qualified Data Collector is a person or company who provides meter data retrieval and/or meter data processing services. The charges for this service are included in your prices as displayed in your Application.

**2.2** The Data Collector will obtain from your meter, and provide us with, data about your energy usage and technical data. The

collection of data may happen once a day or at different intervals. We will charge you for your energy using information about your usage collected from your Meter(s). If we cannot collect the half hourly data from your Data Collector, we may need to estimate your usage and bill you accordingly, please see [business.utilita.co.uk/COP](http://business.utilita.co.uk/COP) for more information on estimated billing. We use this data in order to ensure we minimise the costs of energy and provide you with up to date information on energy consumption.

**2.3** Where you have an existing agreement in place for the provision of a Data Collector service, then you must tell us in writing of their details before we begin to supply your Premises. You should allow 30 days' notice before your proposed Supply Start Date, so that we have sufficient time to appoint the correct Data Collector and avoid any delays in the receipt of your metering data.

**2.4** Where you have asked us to, we will use all reasonable care to appoint your chosen Data Collector, but we may reject or delay the appointment where it is reasonable to do so. Any costs or additional charges incurred by us for such an appointment, that is not already outlined in your Application, will be reclaimed from you through a separate charge on your bill. If we cannot appoint your chosen Data Collector, we will appoint our own under clause 2.1.

### 3. Maintenance of your Half Hourly Metering Equipment

**3.1** You are responsible for the maintenance, proper functioning and accuracy of your metering equipment. If we incur additional costs resulting from the poor performance of your metering equipment, Meter Operator and/or Data Collector we will seek to reclaim these losses from you through a separate charge on your bill.

**3.2** Where there are any changes which affects your meter or the available capacity including the measurement class, we may vary the prices outlined in your Application. We will notify you of any changes to the charges before they will apply.

### 4. Prices and/or Charges

**4.1** Your charges for the supply of electricity are set out in your Application. Your Application will also explain what is not included in your standard charges and therefore will be passed onto you as a separate charge on your bill.

**4.2** The Application will show an indicative proposal of the Capacity which is based on the information you provided to us in your Application. We will provide an invoice for the actual Capacity provided by your Distribution Network Operator as a separate charge on your bill.

**4.3** We will also pass on, as a separate charge on your bill, any reactive power or excessive capacity penalty charges levied on us by the Network Operator (See our Standard Terms "National Terms of Connection").

**4.4** We are not responsible for any changes in capacity and you should discuss these directly with your Network Operator. If you need to change your Capacity, you must agree this in advance with your Network Operator.

# Principal Terms

## Version 2.0

Effective from 1 November 2019

The following paragraphs explain the Principal Terms that relate to supplying your business with energy under a contract between you and us. A full set of your contract terms and conditions is included in your contract and can be found in your welcome book or by clicking [business.utilita.co.uk/welcome](http://business.utilita.co.uk/welcome)

References in these paragraphs to conditions are references to the full set of terms and conditions. Please take the time to read these documents carefully.

### Charges

Your charges are either shown on your Application when you signed your contract, or, if you are on our out of contract or Deemed Contract terms, your charges can be found in the Schedule of Charges section found in the online version of our Principal Terms at [business.utilita.co.uk/terms](http://business.utilita.co.uk/terms)

- If you are in a fixed term contract and you meet the conditions of your supply contract, your charges (except pass-through costs) will not change during the fixed term period, unless the change is due to a act of law or regulation or variation in value added tax.
- We may have to change your charges if your actions stop us becoming your registered supplier, you fail to pay your bills on time, you move out of the Premises before the end of the fixed period, your metering equipment is not compatible with your contract charges, your consumption is materially different to the estimated annual usage specified on your application, or we have to cut off your supply, you may have to pay our costs and losses.
- If you are in a variable term contract (out of contract or Deemed Contract), your prices may be changed from time to time and we will update the prices on our website.

### Advance Payment

We may ask you to make an Advance Payment if we are concerned about your ability to pay our bills or if the bills, we send you are not paid when they are due (see condition 1.8).

An Advance Payment will be held on your account and used to offset against the first three months of your energy charges.

If you do not make an Advance Payment, when requested within 7 working days then we may cancel your contract and a termination fee may apply.

### Leaving the Contract early

#### Moving out:

If you plan to stop trading or move Premises, you must tell us as soon as possible and give us details of the new tenant or the landlord (see conditions 6.4). You must make sure that your payments to us are up to date.

You must provide us with 30 days' notice to cancel your supply contract. If you are in a fixed term contract, you may be required to pay your termination fee, unless you request that we continue your supply contract with your new Premises. In this case, we may need to change your charges depending on your new requirements at your new Premises.

We may ask for proof that you have left the Premises. If you do not provide us with 30 days' notice and/or documentary proof that you have left when we ask you to, we may continue to charge you for the energy consumed at the Premises until either your notice period expires or someone else tells us that they have become responsible for the energy supply.

#### Moving in:

Where you move into Premises that we supply without agreeing a contract with us our Deemed Contract rates will apply. Deemed Contract terms do not have a fixed end date or fixed energy rates and are usually higher than fixed term contracts. We will charge you our deemed rates for the electricity supply or gas supply (or both) at each deemed Premises. We will change the deemed rates from

time to time. The current rates (correct at the time of print) can be found in the tables at the end of this document.

### Ending fixed term contracts:

We will write to you at least 60 days before the end of your contract to explain your options. If you want to leave us, you will need to give us notice in writing at least 30 days before your contract end date (see condition 6.2).

If we do not receive written notice within the necessary timescale, you will not be able to end your contract until you have provided us with 30 days' written notice. We will charge you our Out-of-Contract rates for any energy you use after your original contract end date (if your termination notice expires after your contract end date).

### Ending Out-of-Contract Contracts:

Where a fixed term contract has ended, or you have provided us with a termination notice, but the supply continues beyond the contract end date our Out-of-Contract Contract rates will apply. Out-of-Contract terms do not have a fixed end date or fixed energy rates and are usually higher than fixed term contracts. If you wanted to leave your Out-of-Contract terms, you must provide 30 days' notice and you will not have to pay a termination fee. The current rates (correct at the time of print) can be found in the tables at the end of this document.

### Ending Deemed Contracts:

If you have a Deemed Contract, you do not have to give us termination notice, but if you want to end this contract by changing supplier, the new supplier must still register your Premises successfully. Alternatively, you may contact us to agree a fixed term contract. You must pay all charges due under your Deemed Contract until you have successfully transferred or agreed a fixed term contract.

### Preventing your supply from leaving:

If you wish to switch your supply to a different energy supplier, we will facilitate this request unless we use our right to object to your transfer. We can object to your supply leaving if you are behind with your bill payments or you owe us any charges, if your fixed term contract has not ended, if you have not provided a termination notice, or your termination notice has not ended, if your transfer was initiated in error, or if you have related metering points and your new supplier has not applied to take them all for the same day for the same supply start date.

If we do object to a transfer, we will tell you in writing.

### Termination Notices:

You can download a termination notice [business.utilita.co.uk/downloads](http://business.utilita.co.uk/downloads) Once we have received a completed termination notice, we will confirm to you via email the date the notice will apply from. If you try to leave us before the end of your fixed period or during your notice period, we can prevent the transfer to a new supplier (see condition 6.6).

### Termination fees:

If you switch supplier or end your contract during a fixed term contract period, then you will have to pay a termination fee.

The termination fee will be 20% of your monthly price multiplied by the number of months remaining in your fixed term contract (starting from the date that your 30-day notice period expires). Your monthly price will be based on a twelfth of your estimated annual consumption multiplied by your energy rate plus any standing charge. For example, the termination fee will be £480 if: Number of months remaining in fixed period = 8 and Cost per annum = £3,600.

# Privacy Information Notice

Version 1.0

Effective from 1 November 2019

Utilita Energy is committed to the operation of fair processing in relation to the collection and use of personal information. This Privacy Information Notice explains how we will collect and use your personal information and is in addition to our Utilita Energy Terms and Conditions which can be found at [business.utilita.co.uk/terms](https://business.utilita.co.uk/terms)

Utilita Energy Limited is the controller in respect of personal information used in connection with the supply of services and associated services. If you have any questions or concerns in relation to this Privacy Information Notice you can contact our Data Protection Officer at [DPO@utilita.co.uk](mailto:DPO@utilita.co.uk) or write to us at Utilita Energy, Hutwood Court, Bournemouth Road, Chandlers Ford, Eastleigh, SO53 3QB.

We may process personal information about you whether you are an existing customer, or you have become a customer under a deemed contract, and we will continue to process personal information following termination of the supply contract.

## What information we may collect and how we will use it

**1.1** We collect information about you from a number of different sources including from you directly and from third parties. As a business customer the majority of this information that we will collect and process to manage your account with us will relate to your business. As the owner of your business we may also need to collect and process information about you and any co-owners.

**1.2** We will ask for personal information as part of your application alongside information about your business. We may collect:

**1.2.1** Information from third parties including Brokers, credit referencing agencies, fraud prevention agencies, or Local authorities;

**1.2.2** Information made manifestly public by yourself via third party agencies or data aggregators;

**1.2.3** Information from your previous supplier as part of the switching process.

**1.3** We use this information to identify you, to provide the services set out in our Terms and Conditions, to administer your account with us, to resolve issues with your account and our service, to monitor and review our services with a view to make improvements as required by our licence.

**1.4** We may collect and process information relating to vulnerabilities or health related problems where it is relevant for our services. We will only collect and use this information with your explicit consent. Where you are supplying this information on behalf of people who work for you and your business or your service users you must ensure that you have appropriate approval to provide this information to us.

**1.5** For a list of the types of data we will collect from the above sources please see the table at the end of this notice.

**1.6** We may share your information with:

**1.6.1** Our third-party contractors to provide our services.

**1.6.2** Third parties to trace your identity or location and chase any debts on the account.

**1.6.3** Third party agencies to manage any extra care we may offer if you require it due to vulnerability or health problems.

**1.6.4** A third party you have nominated to represent you (where you have informed us they will be dealing with your account)

**1.6.5** Relevant industry partners including the Theft Risk Assessment Services (to support detection and prevention of fraud and energy theft) or government departments and agencies to comply with regulation and relevant schemes.

## Our legal bases for collecting and processing your personal data

**2.1** Our legal basis for collecting personal data from business users is to be able to deliver the services to your business as set out in your terms and conditions of supply. ('Contract')

**2.2** We will only collect sensitive personal information if you have explicitly consented to us collecting this information. This consent will be collected by us when you disclose your sensitive personal information to us. ('Consent') Where you are providing sensitive personal data about another person who works for you or is a service user, the business is responsible for ensuring that you have appropriate authority and permission to provide this information to us, and to pass on details about how we will use this information.

**2.3** We also collect information about you, and our services for our legitimate business interest in monitoring and improving our services. ('Legitimate Interest')

**2.4** From time to time we may be required by applicable law to disclose your personal information to government and regulators. ('Legal Obligation')

## Keeping in touch with you

**3.1** We may use your personal information to send you service related messages by letter, email, text message, or phone. We will contact you with information by electronic means unless you have told us this is not suitable for your needs.

**3.2** We will send you business marketing material from Utilita Energy Limited. This may be directed to an individual. You can opt out of receiving marketing at any time by contacting us directly or selecting unsubscribe on any of the marketing materials that we send you via electronic means.

## How we look after your information

**4.1** Information we hold about you is stored on secure servers that are protected from external access using best practice in information technology. Staff access our systems by individual password protected schemes, which limit access to personal data to those who need to use it to provide our services.

**4.2** Your information will be retained in these systems for as long as the business is a customer of Utilita Energy and then for a time after leaving our services. Personal data about an individual may be processed alongside the business account information after the individual has stopped working for that business.

## Your rights

**5.1** Individuals have protection under the relevant data protection laws including the following rights:

**5.1.1** The right to request access to your own personal information;

**5.1.2** The right to ask us not to process your personal data for direct marketing;

**5.1.3** The right to request any inaccurate information we hold about you is corrected;

**5.1.4** The right to request your information is deleted in certain circumstances;

**5.1.5** A right to request that we stop using your personal information for certain purposes;

**5.1.6** To request that decisions are not taken by wholly automated means.

**5.2** These rights may be limited to certain defined circumstances and we may not be able to comply with your request. If you request to exercise these rights, we aim to respond to you within one month. We will not charge a fee for dealing with your request. If you wish to exercise these rights, please write to our Data Protection Officer using the details above.

**5.3** These rights do not apply to information that we process about the business, and only apply to the extent that we are processing personal information about an individual.

5.4 To find out more about your rights please visit the Information Commissioners Office website [ico.org.uk/your-data-matters](http://ico.org.uk/your-data-matters)

**Where to complain if unhappy**

6.1 If you are unhappy with the way we handle your personal information, please contact our Data Protection Officer at [DPO@utilita.co.k](mailto:DPO@utilita.co.k). We will try to address your concerns. You can also complain to the Information Commissioners Office which is the relevant regulatory body, but they may not accept your complaint if you have not tried to resolve it with us first.

**Changes to this Privacy Information Notice**

7.1 Any changes we make to our Privacy Information Notice will be posted online or included in communications to you from time to time.

7.2 The table below provides a summary of how Utilita Energy collects and shares your personal information.

Where we collect your information	What we usually collect (where applicable)
<b>During your application and throughout the application process</b>	Contact details such as name, business address, and email. We may also require a personal address of an owner of the business
	Name, location and other business information such as SIC code and company type
	Information relating to your supply, such as MPAN/MPRN and meter asset data
	Information relating to your supply, such as MPAN/MPRN and meter asset data
<b>Throughout your use of the services</b>	If you use any of our other prepayment or top up online payment facilities
	Credit scores/checks made against your business
	When you complete a form on our website or contact us by phone or email
	Information from your smart meter such as frequent meter readings