

# Principal Terms



The following paragraphs explain the principal terms and conditions 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](https://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 are set out in the tables at the bottom of this document.

- 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 an 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 Premise, 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 Premise. In this case, we may need to change your charges depending on your new requirements at your new Premise.

We may ask for proof that you have left the Premise. 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 Premise 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 Premise. 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 Premise 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](https://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.

## Schedule of Charges

The following charges apply to customers who (1) have not agreed a fixed term contract with us; or (2) who moves into new Premises and starts to consume gas and or electricity without agreeing a contract with us; (3) where a pricing agreement has expired or terminated and has not been renewed for any reason; or (4) where customers are supplied as a consequence of us receiving a direction from the Gas and Electricity Markets Authority (Ofgem) to act as the supplier of last resort.

All charges exclude VAT, which will be charged at the prevailing rate. The charges are subject to change or withdrawal at any time and your supply is subject to our Out of Contract terms found in our standard Terms & Conditions at

[business.utilita.co.uk/terms](https://business.utilita.co.uk/terms)

## Deemed & Out of Contract Electricity and Gas Rates for non-half hourly Customers

The charges for Non-half hourly are based on banded pricing depending on the supply type or meter profile type as shown in the following table. All prices are excluding of VAT which will be charged at the prevailing rates.

REGIONS	ELECTRICITY												GAS	
	Unrestricted		2 Rate (Day & Night)			3 Rate (Day, Night & Evening/Weekend)				2 Rate (Day & Evening/Weekend)			Unrestricted	
	Standing Charge (p/day)	Unit Rate (p/kWh)	Standing Charge (p/day)	Day Rate (p/kWh)	Night Rate (p/kWh)	Standing Charge (p/day)	Day Rate (p/kWh)	Evening & Weekend Rate (p/kWh)	Night Rate (p/kWh)	Standing Charge (p/day)	Day Rate (p/kWh)	Evening & Weekend Rate (p/kWh)	Standing Charge (p/day)	Unit Rate (p/kWh)
East Midlands	55.779	23.056	55.779	23.172	19.373	55.779	23.172	21.237	19.373	55.779	23.172	21.237	45.088	7.022
Eastern	53.269	22.832	53.269	23.229	18.390	53.269	23.229	21.099	18.390	53.269	23.229	21.099	45.088	7.065
London	52.199	22.092	52.199	22.850	18.155	52.199	22.850	20.991	18.155	52.199	22.850	20.991	45.088	7.307
Manweb	52.180	25.145	52.180	25.156	20.471	52.180	25.156	23.279	20.471	52.180	25.156	23.279	45.088	7.131
Midlands	58.274	23.455	58.274	23.481	19.639	58.274	23.481	21.473	19.639	58.274	23.481	21.473	45.088	7.171
Northern	56.214	23.458	56.214	23.714	19.853	56.214	23.714	22.140	19.853	56.214	23.714	22.140	45.088	7.317
Norweb	51.862	23.452	51.862	23.514	19.133	51.862	23.514	21.652	19.133	51.862	23.514	21.652	45.088	7.193
Scottish Hydro	59.911	24.512	59.911	24.762	21.316	59.911	24.762	23.764	21.316	59.911	24.762	23.764	45.088	7.143
Scottish Power	54.335	23.314	54.335	24.030	20.209	54.335	24.030	22.710	20.209	54.335	24.030	22.710	45.088	7.143
Seeboard	53.220	23.070	53.220	23.838	18.937	53.220	23.838	21.636	18.937	53.220	23.838	21.636	45.088	7.355
Southern	53.700	22.964	53.700	24.028	19.050	53.700	24.028	21.895	19.050	53.700	24.028	21.895	45.088	7.392
Swalec	58.989	23.410	58.989	23.877	20.349	58.989	23.877	22.102	20.349	58.989	23.877	22.102	45.088	7.148
Sweb	59.231	24.072	59.231	24.269	20.231	59.231	24.269	22.133	20.231	59.231	24.269	22.133	45.088	7.370
Yorkshire	56.495	23.202	56.495	23.400	19.780	56.495	23.400	21.554	19.780	56.495	23.400	21.554	45.088	7.302

### Half Hourly Electricity Deemed & Out of Contract Rates (All Regions)

The charges for Half Hourly are based on banded pricing depending on the supply type or meter profile type as shown in the following table and apply to all areas supplied by us. All prices are excluding VAT, which will be charged at the prevailing rate.

Electricity Supply/ Meter Type (00 Profile Class)	Standing Charge (£/day)	Day/Unit Rate (p/kWh)	Night Rate (p/kWh)	Other Costs
Unrestricted	£4.00 plus kVA	25.000p	-	Metering/DC/ DA/Reactive Power at cost,
2 Rate (Day & Night)	£4.00 plus kVA	25.000p	25.000p	CCL at cost, Excess kVA at cost

In addition, for Half Hourly supplies only, any costs incurred in respect of excess losses and special visits and other industry costs, levies and taxes will be passed through at cost.

## Get in touch

Email us at [businessenergy@utilita.co.uk](mailto:businessenergy@utilita.co.uk)

Call us on **03330 156 662**

[business.utilita.co.uk](https://business.utilita.co.uk)