

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. 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.

## Your Energy Cost

Your charges are shown in the Price Plan on your Application. You will pay a unit charge for each kWh of energy you use, together with any other charges that apply to your supply (for example, a standing charge).

### Can the price I pay for energy change if I am on a fixed contract?

If you are on a fixed contract the price you pay will only change if the information you provided us with was incorrect or if your energy needs change (see conditions 7.2 and 14.4).

### Can the price I pay for energy change if I am on Out-of-contract Contract rates?

Yes, but the prices will not change more than once every three months.

### Will I need to pay an 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 3.13). If you do not make the advance payment we requested within 7 working days you will be deemed to have broken the terms and conditions (see conditions 3.13.2 and 11.3.5).

### Could I have to pay any other charges?

No, as long as you meet the conditions of your contract.

For example, 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 or we have to cut off your supply, you may have to pay our costs and losses.

### What are my payment terms?

Your tariff and payment method are shown on your Energy Supply Contract Application.

# Principal Terms & Conditions

## 1. Pay As You Go

The amount you can top-up varies by payment method (see [www.utilita.co.uk/business/help/faqs](http://www.utilita.co.uk/business/help/faqs)). If your meter runs out of credit at any time of day, you have access to 'Emergency Credit', giving you time to top-up, but you must always activate it to be able to use it and prevent your supply turning off when your meter reaches £0.00. Your Smart Energy Monitor will notify you that you have run out of credit. It will give you the option to accept and access the Emergency Credit. In some cases, you may be able to activate your Emergency Credit at your main meters, even if your supply has already turned off. If the Emergency Credit itself runs out, depending on the time of day this occurs, your supply may stay on until the morning of the next working day. Your supply will not turn off during evenings, weekends and bank holidays, giving you time to buy more credit in whichever way suits you. This additional facility is called 'Friendly Credit' and ensures continuous supply at these times when it may be less convenient to top-up. Any amount of the Emergency Credit and / or Friendly Credit used by you will need to be repaid when you next top-up, so that you are in positive credit by at least £1.

## 2. Monthly Fixed Direct Debit

If you have agreed to pay by Monthly Fixed Direct Debit, spreading your energy costs evenly over 12, 24 or 36 months, we will agree with you a suitable date for collection. If you fail to make this payment, you may have to pay an extra charge (see condition 7.17). We calculate your monthly payments by taking the amount of electricity/gas we estimate you will use in the year and dividing this by 12 to get your monthly payment. We may change the amount you pay and when you pay it, depending on how much electricity or gas (or both) you use, or we think you may use, or if we change our prices or you owe us money. We will tell you before we make the changes (see condition 7.11)

## 3. Payment On Receipt

If you have agreed to pay by BACs or Credit/Debit card on receipt of our invoice, you must pay for your energy within 14 days from, and including, the date of the invoice. If you fail to do so, you may have to pay an extra charge (see conditions 7.17 and 7.22).

### What happens if I am planning to move?

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 6.15 and 16). You must make sure that your payments to us are up to date.

### What happens at the end of my fixed contract?

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 11).

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 Contract rates for any energy you use after your original contract end date (if your termination notice expires after your contract end date).

# Principal Terms & Conditions

## What happens after I've sent you notice to end my contract?

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 and another supplier asks to take over your supply, we can prevent the transfer to a new supplier (see condition 11.3).

If you end your contract but don't move to a new supplier, we will continue to supply you under these conditions but on our Out-of-contract Contract rates (see condition 11.7).

We can also object to a transfer if you are behind with your bill payments or you owe us any charges (see condition 11.3). If we do object to a transfer, we will tell you in writing.

## Will I have to pay a termination fee?

If you switch supplier or end your contract during a fixed term contract period then you will have to pay a termination fee (see condition 11.4). The termination fee will be 10% of your monthly price multiplied by the number of months remaining in your fixed term contract. 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 £240 if:

Number of months remaining in fixed period = 8

Cost per annum = £3,600

## What is an Out-of-contract Contract?

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 Contract terms do not have a fixed end date or fixed energy rates and are usually higher than Fixed Contract plans. The prices will not change more than once every three months. You can contact us at any time to discuss a Fixed Price Energy plan by calling **03330 156 662**.

## What is a Deemed Contract?

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 Contract plans. We will charge you our deemed rates for the electricity supply or gas supply (or both) at each deemed premise. Charges based on our deemed rates will be higher than the charges under a Fixed Price Energy Plan or Variable Price Energy Plan. We will change the deemed rates from time to time. You can see our current deemed rates at [www.utilita.co.uk/business](http://www.utilita.co.uk/business). You can contact us at any time to discuss a Fixed Price Energy Plan for that premise by calling **03330 156 662**.

## My contract is deemed; how do I end it?

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 Price Energy plan. You must pay all charges due under your deemed contract until you have successfully transferred or agreed a Fixed Price Energy plan.