

Terms & Conditions

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 1.0

Effective from November 1st 2016

1. THE BASICS

- 1.1. The contract is between you (the customer) and us (Utilita Energy Limited).
- 1.2. The contract consists of these terms and conditions, your Price Plan, the details contained in your Application, the Principal Terms and Conditions and any promotional offer provided to you when you made your application.
- 1.3. These Terms and Conditions apply to all premises which we supply with gas or electricity (or both) where you are using the gas or electricity (or both) wholly or mainly for non-domestic purposes.
- 1.4. These Terms and Conditions apply to sites under a Fixed Price Energy Plan, a Variable Price Energy Plan (together, the Energy Plans), Out of Contract Plans and to Deemed Contracts. The meaning of these terms is contained on our website and may be updated from time to time.
- 1.5. Each contract will run from the supply start date.
- 1.6. Supply will commence on the supply start date notified to you for each service we supply to you.
- 1.7. These Terms and Conditions do not apply to gas or electricity used for domestic purposes.
- 1.8. If there is any difference between these Terms and Conditions and any other contract document between us, including your contract details, these Terms and Conditions take priority, unless we have agreed otherwise in writing with you.

2. WORDS AND PHRASES

- 2.1. Words and phrases used in the contract have these meanings, and all other words and phrases not contained here will appear on the Application, the Price Plan or any promotional offer:
- 2.2. **"advance payment"** is a lump sum payment made in advance, equal to the estimated cost of energy to be consumed over a billing period, such as one month. We will calculate your monthly advance payment using the industry Estimated Annual Consumption (EAC) or Annualised Advance (AA) for electricity and Annual Quantity (AQ) for gas measured in kWhs multiplied by Unit rate p/kWh, plus the Daily Standing Charge in pence per day multiplied by the number of days in a year divided by 12. This gives us the monthly average cost (as follows):
$$(EAC/AA/AQ \text{ kWhs} \times \text{Unit rate p/kWh}) + (\text{Daily Standing Charge p/day} \times \text{Number of days in a year}) \div \text{number of months in a year.}$$

"Application" means your application (in our standard form and entitled "Energy Supply Contract Application") for the supply of energy, signed by you and us and which is incorporated into the contract.

"Communication" means notifications sent to either party via electronic or written format. This includes statements displayed on your Online Customer Account.

"cooling off period" means the period of time (14 days) following the date on which we enter into the contract during which you may choose to cancel the contract.

"energy" means gas or electricity, or both depending on the options you have chosen on your Application.

"fixed term contract" means a contract which will last for an agreed, fixed period of time from the supply start date.

"premise(s)" includes any part of any land or building or structure supplied under the contract at which the supply is used wholly or mainly for non-domestic purposes.

"Price Plan" means a combination of tariff and payment method together with any special terms clearly stated on your Application or in the contract.

"Principal Terms and Conditions" means the Principal Terms and Conditions relating to energy supply to microbusinesses and set out on our website or otherwise provided to you by us.

"regulatory body" means any statutory or other body having authority to issue guidance, standards or recommendations with which we or our staff must comply or to which we or our staff must have due regard, including the Office of Gas and Electricity Markets.

"Services" means either utility Services (any or all of a gas supply or electricity supply), and/or other associated services agreed as part of the contract.

"Smart Meter" and **"Smart Metering Equipment"** means a meter that has the capability to be remotely read or managed and/or provides you with consumption and other additional information, and may have a separate keypad or hand-held electronic display.

"supply" and **"supplied"** in each case refers to the supply of a gas or electricity service under the contract (but not otherwise).

"supply point" means the point at which the flow of the utility service to the supply address is metered.

"supply start date" means the later of (a) 00:00 hours on the date set out in your Application which has been signed by you and us; and (b) the date with effect from which we have registered your supply point.

"termination fee" is defined on your Application.

"variable term contract" means a contract with no fixed end date or fixed rates.

“we” and “us” and “our” in each case refers (regardless of any wording to the contrary) to Utilita Energy Limited and includes any employees, officers, or agents of that company acting for the purpose of the contract.

“you” and “your” refers to the person or persons named on the Application and/or any other persons notified by you to us from time to time and accepted by us (and includes other users at the premise).

3. OUR OBLIGATIONS TO EACH OTHER

3.1. We agree to supply the Services that you have chosen at the premise you have specified.

3.2. You agree that you are the owner or occupier of the premise (or will be on the date you require the Services to start) and have authority to change the supplier of the Services at the premise.

3.3. You agree that the premise is currently connected to mains gas and/or electricity for the relevant Service, or that they will be when the Service is due to start.

3.4. We are responsible only for the supply of energy to your meter. We are not responsible for any pipes, fittings, plant, wires and cables, equipment, and apparatus used in connection with the supply on your side of any meter and it is your responsibility to ensure that they are maintained in good working order and safe condition at all times until you vacate the premise.

3.5. You agree not to interfere with the meters or any meter reading equipment.

3.6. You agree to provide your reasonable co-operation in all matters relating to the Services.

3.7. We do not guarantee the supply of a Service to your premise. Our supply of a Service will be delivered to your premise by the local gas network operator and/or the local electricity network operator (each referred to as a relevant network operator). The contract does not give you a legal right to have gas or electricity delivered. Your separate connection agreement with your local electricity distribution network operator (see clause 15 below) gives you that right, and automatically takes effect from the date of the contract. No such agreement is required in the case of gas.

3.8. You agree to pay any of our charges due under the contract and you agree to indemnify us for any loss or damage to any of our equipment (or component parts thereof) that arise from your acts or omissions, including removal or replacement costs.

3.9. We both agree to abide by the rules of any promotional offer that may be in place at the time of entering into the contract. The

terms and conditions of any such offer would be contained on our website or otherwise published by us from time to time.

3.10. We may prevent the transfer of a Service to another utility company in accordance with industry practice, if your account is in arrears or you have a debt on the meter, or your Fixed Price Energy Plan has not ended or you have not provided us with a Termination Notice.

3.11. For some of the associated Services we may provide (such as water or telecoms) additional terms and conditions may apply.

3.12. By agreeing to contract details for a premise, you:

3.12.1. confirm that you own or use each premise that is connected to mains gas or mains electricity (or both) or connected through another connection to mains gas or mains electricity (or both);

3.12.2. agree that if you owed us any money before the date the contract started (for any of your premises we supply, including under a deemed contract), you will continue to owe it to us under the contract until the sum is paid and you will have to pay any money you owe us;

3.12.3. agree that if you are a partnership, we may claim from you or any of your partners any money you owe us under the contract;

3.12.4. confirm that the gas or electricity (or both) at any premise is used wholly or mainly for non-domestic purposes;

3.12.5. will give us the evidence we reasonably ask for to allow us to check your identity as our customer (this could include your passport or driving licence, other utility bills or your tenancy agreement for the premise); or

3.12.6. will have to confirm and give us the evidence that you have the authority needed to agree this legally binding contract on behalf of the business or organisation which you agree contract details for.

3.13. You agree that we may check your credit score before the contract starts, before the start of a new Fixed Price Energy Plan or Variable Price Energy Plan and at other times during the contract. If we have already agreed with you that we will supply any premise with gas or electricity (or both) but we are not happy with your credit score, we will tell you.

3.13.1. we may request that you make an advance payment if your credit score warrants this. The amount that we will ask you to pay in advance will be calculated as 1/12th of your estimated annual electricity and/or gas bill. The advance payment will need to be paid on or before your supply start date.

Failure to make the advance payment will be deemed a failure by you to carry out your obligations under the contract, entitling us to terminate the contract under clause 9.1.2 with immediate effect.

3.13.2. if you do not make the advance payment we requested within 7 working days, clause 11.3.5 will apply.

3.13.3. we may, if we do not already supply the premises, choose not to take over the supply at your premise for any reason. We may also stop any registration processes to transfer your supply to us (in which case the contract will end immediately for that premise and the premise will stay with your previous supplier). We will notify you in this instance.

3.13.4. if you have opted for a Pay As You Go meter then, upon successful installation of your Pay As You Go meter, any remaining credit from your advance payment will be credited to your new meter.

4. START OF SUPPLY AND DURATION

4.1. It is your responsibility to ensure that you have the appropriate meter for the type of Service and Price Plan that you have chosen on your Application or allow us access to install the appropriate meter.

4.2. Before we can supply a Service, you must provide us with a meter reading, or permit us or any person appointed by us, safe access to the supply premise to obtain a meter reading and/or inspect any metering equipment.

4.3. If we do not receive an actual meter reading for the date we start supplying you with gas or electricity, we will estimate a meter reading based on how much gas or electricity was previously used at the premise.

4.4. If we take over the Services, you authorise us to cancel your existing agreements with your existing supplier(s) on your behalf and allow us to ask for information about your existing supply and disclose this information to relevant parties in order to carry out our responsibilities.

4.5. If your previous supplier of a Service objects to our registration of your supply point either because you owe them money, or because your supply agreement with them has neither expired nor been terminated, or for any other reason, the contract shall remain in force and we will continue to pursue the registration of the supply point(s) in accordance with the original intent of the contract to the extent that this is possible. If for any reason we are unable to register the requested supply point, for example because it does not exist at the premise requested or if the previous supplier does not release the supply point after 3

attempts to transfer the supply, we will notify you and our obligations will cease.

4.6. If you pay for your energy by Pay As You Go meter, and you have a debt on the meter (or, if you have two Pay As You Go meters, on either supply or supplies), it may still be possible for your supply to be transferred between suppliers by agreement.

5. ACCESS TO PREMISE AND METERS

5.1. You agree to allow the relevant network operator and any agent appointed by us to have safe, full, and free access to your premise:

5.1.1. at any time if there may be danger to life or property, or if powers in relation to the delivery or supply of the utility are being exercised under an Act of Parliament or any Regulation made under it;

5.1.2. at all reasonable times for the purpose of installing, maintaining, or replacing any pipes, fittings, plant, wires and cables, equipment, or apparatus owned or operated by either us or the network operator in connection with the delivery of the Service; and

5.1.3. at all reasonable times for the purpose of inspecting, installing, maintaining, testing, removing or reading any utility meter or utility metering equipment that is used to enable us to perform our obligations under the contract.

5.2. If you have a Smart Meter installed, then the Smart Meter Supplemental Agreement will apply (see clause 23).

6. PRICES AND CHANGES

6.1. The price and payment method you have chosen, which comprise your Price Plan (as stated on your Application), each form a part of the contract with these terms and conditions. So, for example, should you cancel a direct debit mandate that is required by the Price Plan, you will be in breach of the contract.

6.2. The price or prices applicable to your fixed term contract will be set out in your Price Plan which accompanies your signed fixed term contract Application.

6.3. Where we seek to change any of the terms of the contract unilaterally and this is to your disadvantage, for example, an increase in price, we will give you a minimum of 30 days' notice in writing of the change, explaining the reason for the change, when it will take effect and the impact on you. Please note that our Price Plans are calculated upon our assumption that you will have Smart Metering Equipment at your premise. If you do not have such equipment we may move your supply

from the tariffs in your Price Plan to our Deemed Contract rates, which may be more expensive.

- 6.4.** The principal terms of the contract and your Price Plan with us are based on and are conditional upon you having Smart Metering Equipment at your premise. If you do not already have Smart Metering Equipment, we will install Smart Metering Equipment for you. If you do not have Smart Metering Equipment and you refuse to let us install Smart Metering Equipment for you, we reserve the right to transfer your supply to our Deemed Contract rates. This may be more expensive than the tariff in your Price Plan. If this is the case, we will give you 14 days' notice before we apply the change.
- 6.5.** Where we give you notice of a price change, we will only apply that change from the notified implementation date. If a meter reading is required in order to split the consumption into amounts to be charged on the old and new prices, if we have an actual meter reading for the price change date, we will use the actual meter reading. If no meter reading is available for the price change date, we will estimate a reading using the information that we have available to us.
- 6.6.** In accordance with standard industry practice, we will not impose any increase to charges other than in accordance with this section 6 (other than in fixed term contracts), except in the circumstance of an imposition by law or Regulation or variation of any Value Added Tax Rate.
- 6.7.** If you ask for any Service other than that provided as the standard service by the relevant network operator, or cause them or us to incur costs beyond those that they or we would normally incur in carrying out our obligations to you, we reserve the right to charge you accordingly. If your premise is connected to the mains network by an independently operated network then if an additional fee or additional charges are made to us by the operator of that network, we may pass these charges to you. If this is the case, we will set the additional amounts out in your Price Plan. If these charges are imposed after you have begun supply with us, we will notify you of the changes 30 days before applying them to your account.
- 6.8.** If you request a tariff (a set of prices relating to a Service) that is inconsistent with the metering configuration at the premise, we reserve the right to charge on a basis that is consistent with the metering configuration.
- 6.9.** If your method of payment is changed under the contract, the price we charge you may have to change to reflect this. Also if the change in your payment method requires any utility meter or associated equipment to be changed, there may be a charge to cover this. If this is the case, we will tell you about the charge in advance and provide you with an estimated cost.
- 6.10.** If you ask us to perform any Service which is not included as a standard part of your Price Plan, then we reserve the right to charge you for that Service in addition to the standard charges under your tariff or Price Plan.
- 6.11.** For more information, please visit our website www.utilita.co.uk/business. Alternatively, please call a member of our Business Customer Service Team on 03330 156 662.
- 6.12.** We will charge you our deemed prices for the electricity supply or gas supply (or both) at each deemed premise. Charges based on our deemed prices may be higher than the charges under a Fixed Price Energy Plan or Variable Price Energy Plan. We will change the deemed prices from time to time. You can see our current deemed prices at 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.
- 6.13.** Occasionally we may charge you for extra items that are not set out in the contract details. We will tell you about these charges before they are applied. These may include:
- 6.13.1.** our reasonable costs of trying to get back money you owe us or if you break any of the Terms and Conditions of the contract, including administration and third party costs (for example, our cost of sending an agent to your premise in connection with any money you owe us) or our reasonable costs where an attempted payment fails;
- 6.13.2.** our reasonable costs of stopping, disconnecting or reconnecting your supply;
- 6.13.3.** our reasonable costs if you fail to keep an agreed appointment with us or our agents at a premise;
- 6.13.4.** our reasonable costs if you bypass the meter or otherwise attempt to consume gas or electricity without paying in full for the usage;
- 6.13.5.** our reasonable costs if you prevent us or our agents from reading or working on your meter;
- 6.13.6.** (where applicable) costs for reading your meter when you ask us;
- 6.13.7.** making and sending copies of any documents we have already given you;

- 6.13.8.** any amounts that, by law, we have to include in your bill (for example, if the Government introduced a scheme for customers to pay for energy efficiency measures through their energy bills).
- 6.14.** If your meter also supplies other addresses or any parts of a premise that you do not own or use, you must tell us. You will be responsible for paying us for the gas and electricity that is supplied through your meter, even if it is used at the other address or other parts of the premise unless we have agreed otherwise with you in writing.
- 6.15.** You must tell us if a tenant or occupier moves into the premise and send us details of the tenant and meter readings when the tenant or occupier takes over the premise for the relevant supply points. You will be responsible for paying for the gas and electricity that is used at your premise until the new tenant or occupier has taken over responsibility for the supply.
- 6.16.** Where we are notified a tenant or occupier has taken over the premise, we will contact the new tenant or occupier to offer a new price plan. If the new tenant or occupier does not agree to the price plan, a deemed contract will apply.
- 6.17.** If they apply, you must pay UK taxes and duties, including VAT and Climate Change Levy at the appropriate rates, on our prices and other charges in line with the existing legislation. We will add these amounts onto your bills.
- 6.17.1.** we will charge you VAT on supplies of gas or electricity (or both) to the premise. This will be at the standard rate unless the following apply:
- 6.17.1.1.** you send us a completed, valid VAT certificate that shows you do not have to pay for gas and electricity at the standard rate of VAT at the premise. If you do this, we will charge you VAT at the appropriate reduced rate from the date we receive the form on all or part of your supply that is eligible for the reduced rate of VAT as shown by the percentage you declare on your VAT certificate.
- 6.17.1.2.** the supply to your premise is below certain limits. If this is the case, we will automatically charge you VAT at the reduced rate.
- 6.17.2.** we will charge you CCL on the gas or electricity (or both) you use, unless:
- 6.17.2.1.** CCL does not apply (because the reduced rate of VAT applies to the supply at the site – see clause 6.17.1.; or
- 6.17.2.2.** you qualify for an exemption or discount from the full CCL rate (in line with Schedule 6 of the Finance Act 2000). If you are eligible for an exemption or discount from the full rate of CCL, you must send us a completed PP11 form (or any other document that replaces the PP11 form) at least 10 days before your supply start date.
- 6.17.3.** we will not be legally responsible to you or anyone else if we have not charged you enough VAT or CCL because of incorrect information you have given us or a statement in any documents you send us is incorrect. If this happens, you will have to pay the difference on an invoice, or directly to HM Revenue & Customs if they demand it.
- 6.17.4.** if you have sent us a VAT certificate or PP11 form, it is your responsibility to tell us if the purpose that you use gas or electricity for at your premise changes.
- 7. BILLING AND PAYMENT**
- 7.1.** We will supply you with a bill or statement of account via your Online Account (which will show you a breakdown of our charges) monthly. You may request copy bills and/or statements via post or email and we will endeavour to provide them; however, we reserve the right to charge for these additional documents. You must tell us if:
- 7.1.1.** you haven't received a bill (if applicable);
- 7.1.2.** your bill is unusually high or low; or
- 7.1.3.** there is a change in your circumstances that may lead to changes in the amount you use.
- 7.2.** If your actual consumption is materially different from the estimated annual usage specified in your Application then we may need to amend your profile as a customer and to adjust the price we charge you for our Services. If this is necessary we will notify you that we have made the change, and you will have a right to end the contract under clause 10.1.2. If you end the contract in this case you will not be charged a termination fee.
- 7.3.** Our bill may be based on a reasonable estimate of your energy consumption. This will be calculated from information we have about your use of the Services. You must pay the estimated amount; any under or over estimate will be corrected automatically the next time you pay a bill based on an actual meter reading. If you are unhappy with an estimated bill, you should tell us as soon as you can and

- provide us with a more recent accurate meter reading if at all possible.
- 7.4.** You must give us a meter reading at least once every month (unless Smart Metering Equipment has been installed and there is a full communication signal) or more frequently if we ask you to.
- 7.5.** If you give us a meter reading that falls outside of our reasonable estimation of your usage, we may not be able to use your meter reading. If this happens, we will take all reasonable steps to contact you to ask for a new meter reading. If we still have good reason to believe that the meter reading you have provided is not accurate, we will tell you that we are not able to use the meter reading you provided and we may then use an estimated meter reading. You must tell us if there are any unusual circumstances which might have affected your usage, for example if your premise was closed.
- 7.6.** We also have the right to use a different meter reading from the one you gave us, for example, where we have read the meter ourselves after you have read the meter and we get a reading that is different to the meter reading you provided.
- 7.7.** If you disagree with a meter reading we have used on a bill (either an actual meter reading or an estimated meter reading), you must tell us within 10 days of receipt of the bill which uses that meter reading.
- 7.8.** You agree to pay each bill in full (even if estimated) using the payment method set out in the Price Plan. Your bill should be paid within the specified payment period or in accordance with the budget payment scheme as appropriate. If you do not pay in the agreed manner, your right to continue taking Services from us under your chosen option may end. If we send you a statement of account rather than a bill you will not be required to pay us anything.
- 7.9.** You should include with your payments enough information so that we can allocate it to your account. You must include, at least, your account number or invoice number with your premise details. If you make a payment without this information, we may not be able to identify the bill to which you intend your payment to relate until we have the information we need.
- 7.10.** When you make a payment, we will decide how we apply it against any part of your outstanding balance. For example, we may pay the oldest amounts you owe us first even if you have told us that the payment relates to another amount you owe us.
- 7.11.** If you pay a fixed amount by direct debit, 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 changes.
- 7.12.** If we supply either or both of your gas and electricity on credit terms, or you have more than one gas or electricity account with us, and you have a debt on one or more accounts, we reserve the right to apply all or part of the credits on one account to debits on another.
- 7.13.** If we supply either or both of your gas and electricity by a Pay As You Go meter, and you have built up a debt on one or the other meter, we reserve the right to transfer all or part of the debt or debts between the meters, such that deductions from top-ups reduce the outstanding debt proportionately. Where we intend to make this change, we will tell you about it at least 7 days in advance.
- 7.14.** If you are having difficulties in paying, we will try to help you, in line with our codes of practice on the payment of utility bills, but we can only do this if you contact us to let us know that you are in difficulty. For more information, help and advice please visit our website www.utilita.co.uk/business/help.. You can also call a member of our Business Customer Service Team on 03330 156 662.
- 7.15.** If as a result of you contacting us under clause 7.14, we agree to apply a credit sum of money to your gas or electricity smart Pay As You Go meter to reinstate or maintain your supply, we will expect you to repay this amount through your future top-ups. This will be as an agreed proportion of the top-ups and will be discussed with you at the time. Your agreement to this process will be needed before the credit is applied. The debt applied to the meter may also be subject to clause 7.13.
- 7.16.** If you are having difficulty in paying the amount deducted from your top-ups under clause 7.15, please contact us to discuss the difficulty on 03330 156 662.
- 7.17.** If you do not pay our bills in the manner agreed, we are entitled to ask you to pay by some other method, in which case there may be a price increase (see clause 6.9). This may include remotely switching your payment method to Pay As You Go where we have installed a smart Pay As You Go meter. Where this is the case, we will write to you at the most recent postal or email address we have for you to tell you that we are going to remotely switch your payment method. We will do this a minimum of 10 calendar days before we make the change. If we notify you

that we intend to switch your payment method remotely, it is your responsibility to ensure that you have put enough credit onto your meter to ensure that you do not go off supply and to check that you are able to top-up through your preferred route. Depending on your payment record, the other method of paying may require the fitting of a Pay As You Go meter to collect payment from you before the supply is used. For each such event we reserve the right to charge the Payment Administration Fee specified on our website www.utilita.co.uk/business/help (which would be a fee based on passing through to you all the reasonable administration and other costs that we would incur).

- 7.18.** If you use a Pay As You Go meter it is your responsibility to look after any device used for payment which means keeping it clean, safe and free from damage. We may charge for replacements.
- 7.19.** We reserve the right to charge you interest on outstanding amounts for late payment. If we do charge you interest, this will be at an annual rate of 8 per cent above the base-lending rate from a high street bank in England, as we shall nominate from time to time, plus up to £100 compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Interest will apply from the date the payment became due until you make it. We will notify you 14 days in advance of making this charge. For each such event we reserve the right to charge a Payment Administration Fee as specified on our website www.utilita.co.uk/business/help or our schedule of charges (to pass through to you all the reasonable administration and other costs that we would incur). If you do not pay our bills on time we may also:
- 7.19.1.** install a Pay As You Go meter;
 - 7.19.2.** ask you to provide security;
 - 7.19.3.** move you onto our Deemed Contract rates;
 - 7.19.4.** disconnect or cut off your supply.
- 7.20.** We reserve the right to recover reasonable expenses incurred in recovering monies owing and unpaid, including costs associated with disconnection or replacement of a meter in those circumstances. For each such event we reserve the right to charge the Payment Administration Fee as specified on our website www.utilita.co.uk/business/help or our schedule of charges.
- 7.21.** If you choose to dispute an amount owed then, if there is any undisputed amount, you must pay this undisputed amount and then, once the dispute is settled, pay any amount that is still owed.
- 7.21.1.** if we agree with you that we have charged you too much and that we owe you any money, we will add that money to your supply account or reimburse you the difference as soon as reasonably practicable.
 - 7.21.2.** if after having fully reviewed your bill and any information you have provided to us we still believe that you owe us money under the bill, we will tell you in writing. You must pay us the remaining debt within 10 days from the date we tell you about our decision, even if we raise a new bill for the outstanding amount and the new bill shows a different payment due date. This applies unless (in response to our confirmation that you do owe us money) you disagree with our decision and in which case see clause 26 for further steps you can take.
- 7.22.** If you do not pay your bill by the date shown on the bill, we may charge you:
- 7.22.1.** fixed sum charges up to a maximum of £100 (in line with the Late Payment of Commercial Debts (Interest) Act 1998); and
 - 7.22.2.** interest (on amounts you do not disagree with) at 8% above the base-lending rate from a high street bank in England, as we shall nominate from time to time from the day after the bill was due.
- 7.23.** If any of the bills we send you are not accurate, we will send you a new bill, which you must pay by the due date on that bill.
- 7.24.** If you make an appointment for installation of Smart Meters and you cannot keep it, you must let us know by 20:00 hours on the evening of the day before or we may charge you for the appointment. Details of these charges are listed within the schedule of charges.
- 7.25.** If we need to undertake revenue protection activities as a result of your actions, for example, if you bypass the meter or otherwise attempt to consume gas or electricity without paying in full for the usage, we will investigate in each case and act according to the outcome of the investigation. This may result in extensive charges being made to the account, including, but in no way limited to, the costs of the investigation, warrants and any associated costs and the costs of any subsequent court case. Charges may also include costs of making good damage, however caused, charges for the estimated energy consumed on the meter, and charges for replacement meters.
- 7.26.** Any amounts billed to you as a result of our revenue protection activities under clause

7.25 must be paid immediately or on the terms specified in any court order and may attract interest. You should also be aware that any actions by you to bypass the meter or to consume energy without paying for it full might constitute a criminal offence and render you liable to prosecution.

8. SECURITY FOR PAYMENT

- 8.1.** We reserve the right to ask you to pay a security deposit in some circumstances. This may be either at the start of any contract that you enter into with us, if we are concerned about your ability to pay our bills, or later if the bills we send you are not paid in accordance with clause 7.8. Any security deposits will be reasonable and fair and your circumstances and ability to pay will be taken into consideration. We will not ask for both advance payment and a Security Deposit.
- 8.2.** To the extent that the security deposit relates to energy:
- 8.2.1.** unless it is reasonable for us to keep a deposit for a longer period, we will repay it to you after a year. This repayment will be made within 14 days if, during the previous full year, you have paid all our bills on time as set out within your Price Plan or as agreed in any payment arrangement which has been agreed between you and us, or within a month, if the arrangements for us to supply you with energy Services under the contract are ended and you have paid all our charges.
- 8.3.** If you bypass a meter or otherwise damage a meter or seek to use energy without paying in full for it, we have the right to request a deposit on the metering equipment to be paid before installing replacement metering equipment or a security deposit in respect of our charges (or both). The security deposit value in this case may include the equipment costs, engineer call out charges and any other relevant associated costs. Subject to no further issues of this type being identified, Utilita would expect to release the security deposit either in increments over the succeeding twelve-month period or in a lump sum at the end of the succeeding twelve-month period.
- 8.4.** If you do not pay any bills due as a result of revenue protection activities carried out under clause 7.25, we reserve the right to apply any security deposit held under clause 8.1 to the debt on your account.
- 8.5.** If you do not pay your bills and we do apply any security deposit held under clause 8.1 to the debt on your account as set out in clause 8.2 or to any charges incurred on your account, we also reserve the right to require you to top-up the security deposit to

the original amount (or any reduced level as appropriate, where the reduction has been due to repayment to you of the security deposit in increments).

9. OUR RIGHTS TO SUSPEND SUPPLY

- 9.1.** We will be entitled to discontinue, restrict or cut off a Service to your premise in any of the following circumstances:
- 9.1.1.** you do not pay your bills (or any security deposit we have asked for in accordance with section 8) and in respect of energy Services it is not safe or practicable in all the circumstances to fit a Pay As You Go meter to collect the debt and future charges;
- 9.1.2.** you do not carry out any of your other obligations under the contract when we have asked you to do so;
- 9.1.3.** we are required to cut off your supply under any of the utility industry arrangements under which we operate;
- 9.1.4.** there is a risk of danger to the public if we continue to supply your premise;
- 9.1.5.** you commit a serious breach of our arrangements with you under the contract (for example, if we reasonably believe that you have stolen a Service or deliberately interfered with a meter or with any part of the metering equipment);
- 9.1.6.** we have good reason to believe you have given us false or misleading information;
- 9.1.7.** in any circumstances permitted by any statute, regulation, code of practice or any supply licence, but in all such cases subject to any obligation we may have arising from our supply licence or by law.
- 9.2.** In circumstances where we are entitled to suspend the supply, you must allow us or any duly authorised person on our behalf, free and uninterrupted access to the premise, the meter and all metering equipment at any reasonable time to disconnect the supply.
- 9.3.** Our rights under this section 9, and your obligations to pay for Services provided, will continue even after the contract has expired or been terminated until a new supplier is registered for the premise.

10. RIGHTS TO END THE CONTRACT

- 10.1.** You can end the contract by giving us notice in any of the following ways:
- 10.1.1.** in your cooling off period, by telling us by telephone or in writing, in which case the contract will then end immediately. You may give this notice by completing and returning the cancellation form on our website www.utilita.co.uk/business/help;

- 10.1.2.** by telling us in writing within 20 days following the date on which the change would apply, of your intent to change supplier, where we have given you 30 days' notice of any proposed price increase (other than in accordance with clause 6 above) or other significant unilateral disadvantageous change to the contract. In this case the contract will end when the switch to a new supplier is completed and you will not be charged a termination fee;
- 10.1.3.** by telling us in writing, or by telephone, 30 days before you want the contract to end, if you are permanently leaving the premise being supplied;
- 10.1.4.** by telling us in writing, at any other time 30 days before you want the contract to end. Section 11 will apply.
- 10.2.** When we have had notice from you under clause 10.1, and another supplier has taken over the supply of a Service, we shall prepare a final bill or statement for you. We may need to get a final meter reading for this.
- 10.3.** When the contract has ended, you should pay our final bill within 14 days of the date on it. We may ask you to pay any reasonable additional administration charges or debt recovery fees that we incur if you do not do so.
- 10.4.** We can end our arrangements under the contract with you by giving you no less than three months' notice by email or letter, except where we are acting under clause 10.5.
- 10.5.** We can terminate this agreement immediately by email or letter if:
- 10.5.1.** you are no longer the owner or occupier of the premise;
- 10.5.2.** because you stop trading, your business is wound up, you or your business becomes insolvent or your business goes into administration or receivership or you or your business enters into an arrangement with people you owe money to (your creditors) or where we have a good reason to believe that there is a risk of any of the above happening.
- 10.5.3.** any regulatory body directs another supplier to supply your premise;
- 10.5.4.** we have suspended supply of all Services to you in accordance with clause 9.
- 10.6.** Both you and we can end the contract immediately if we are no longer licensed to supply Services at your premise.
- 10.7.** In circumstances where we are providing the Service as part of a bundled site or multi-meter site you may not have the right to terminate a Service to an individual premise. The Services to all premises within the bundle or multi-meter site will be terminated in accordance with our agreement with the landlord or property manager.
- 10.8.** If the contract ends for any reason, you and we will not lose any of the rights we already have (for example, any money that is owed at the end of the contract). If you have money (credit) left on your account after we have calculated the final amount that you owe, we will need to be able to contact you to tell you and arrange payment and we will write to you at the last known address we have for you. It is your responsibility to give us your new contact details as soon as possible otherwise we may not be able to arrange payment.
- 10.9.** We will not have to pay you this money back if:
- 10.9.1.** we have already made reasonable efforts to pay you the money as set out in clause 10.8 and at least 12 months have passed since we told you the final amount we owe you using the last contact information we have available for you;
- 10.9.2.** a cheque we sent you for the money we owe has been returned to us, cancelled by the bank or has not been cashed, we have been unable to find you using the steps as set out in clause 10.8 and at least 12 months have passed since the contract ended; or
- 10.9.3.** we can't send you the money we owe you because you haven't given us a forwarding address and at least 12 months have passed since the contract ended.
- 10.10.** If your rights relating to us repaying money owed under the contract have ended because of the periods set out in clause 10.9 above and because appropriate attempts to pay you as set out in clause 10.8 above have failed, please let us know. If this happens, even though you no longer have the right to the money under the contract, we may still allow you to claim a repayment if you can give us the necessary information we ask for, and we are able to identify the unclaimed money on your account.
- 11. TERMINATION NOTICES**
- 11.1.** Unless your premise is covered by an active Fixed Price Energy Plan, you can end your energy plan for a premise at any time by giving us 30 days' notice before you want your energy plan to end.
- 11.2.** If you have an active Fixed Price Energy Plan the following will apply:
- 11.2.1.** you may tell us you want to end your Fixed Price Energy Plan at the end of your current Fixed Price Energy Plan period by serving us a Termination notice at any time up to 30 days before the end of your Fixed Price Energy Plan period. After your Fixed Price Energy Plan has ended and until you leave our

supply you will be charged based on the Out of Contract prices published on our website.

11.2.2. you can still serve a Termination notice less than 30 days before the end of your Fixed Price Energy Plan period. If you do:

11.2.2.1. your Fixed Price Energy Plan will come to an end at the end of your Fixed Price Energy Plan period;

11.2.2.2. you will not be able to leave supply until your 30 days' Termination notice period ends; and

11.2.2.3. for the time between your Fixed Price Energy Plan period ending and leaving our supply you will be charged based on the Out of Contract prices as published on our website.

11.3. If you are on a Fixed Price Energy Plan and we receive notice that you want to transfer to another supplier, we will object to the transfer and notify you if you have not served the Termination notice, or:

11.3.1. you try to transfer your supply and the transfer would take effect during an active Fixed Price Energy Plan period;

11.3.2. you owe us money and will have owed us that money for at least 28 days when the transfer is due to happen;

11.3.3. you try to change suppliers for electricity and the new supplier does not apply for all the related meter point administration numbers (the MPAN) which may apply;

11.3.4. you ask us to stop the transfer because you have no contract with another supplier;

11.3.5. you owe us money under any other agreement you have with us for supplying electricity or gas.

11.4. Where you give us notice that you intend to move to a new supplier or you wish to otherwise terminate your contract before the expiry of the term of your fixed term contract, we may ask you to pay a termination fee.

11.5. If you have a deemed contract, you do not have to give us Termination notice but you should still tell us if you want to end the contract and the new supplier must still register your premise successfully.

11.6. Written notice to us must be made to our address as set out on your Application or to another address to which we have told you to send such notices.

11.7. If having given us your Termination notice, you do not change supplier or agree new contract details with us for any premise by the end of the current Fixed Price Energy Plan period, we will move you on to our Out of Contract rates for any electricity or gas that you use after

your Fixed Price Energy Plan has ended. This means you are likely to pay more than you need to.

12. COST RECOVERY

12.1. If you permanently leave your current premise and move to a different premise, and we continue to supply Services to you at the new premise, any debt that you have with us will still be due. If you have a Pay As You Go meter at the new premise, we will transfer the debt to your new meter(s). If you have a credit account, the debt will be transferred to your new account. We will set a proportion of your future top-ups to pay your debt or an alternative payment arrangement can be agreed, as set out in clause 7. If you are having difficulty in paying for our Services as a result of this arrangement, you should contact our Business Customer Service Team on 03330 156 662 to discuss and we will try to help.

13. LIMITATION OF LIABILITY

13.1. We will ensure that we have appropriate licences and that all necessary arrangements are in place to provide you with the supply.

13.2. If we cannot supply you with a Service at your premise for some reason that is beyond our reasonable control (for example because of a failure in the local or national network), you will not be able to claim that we have broken our arrangements with you under the contract.

13.3. If either you or we break any of the arrangements under the contract, neither you nor we will be responsible for any loss that the other suffers, either directly or indirectly, including consequential, economic, or financial loss or loss of revenue, profit, or opportunity, wasted expense, or loss of contract or goodwill, subject to clause 13.4.

13.4. Nothing in the contract is intended to or shall serve to limit our liability for death or personal injury arising out of our negligence.

13.5. We do not give any warranty or guarantees whatsoever as to the reliability or quality of the supply.

13.6. Subject to clauses 13.2, 13.3, 13.4 and 13.5, we will not pay you more than 3 times the value of energy supplied to you in the previous 12 months in total for any claims (of any nature whatsoever and including negligence and breach of statutory duty) you have against us while we are or were your supplier.

14. CHANGES TO THE CONTRACT

14.1. We can change the Terms and Conditions of the contract at any time. We will tell you about these changes in writing before they take effect, and we may do this by contacting you by email and referring you to our website or by

sending you a letter with our new Terms and Conditions.

- 14.2.** If you are on a Variable Price Energy Plan, we can change your prices at any time by giving you 30 days' notice.
- 14.3.** If there is any change to any law or regulation, decision or advice by a regulatory authority which applies to the contract, we may change the terms of the contract, including the charges, as we consider reasonably necessary to reflect those changes. If your premise is covered by an active Fixed Price Energy Plan, we will not increase your prices to recover increases in costs that could reasonably have been expected by us.
- 14.4.** If your premise is covered by an active Fixed Price Energy Plan, we can only change your prices if:
- 14.4.1.** clause 14.3 applies; or
- 14.4.2.** you fail to keep to your responsibilities under the contract, for example:
- 14.4.2.1.** your direct debit is cancelled or refused
- 14.4.2.2.** the information you have given us, on which we based your prices, is incorrect; or
- 14.4.2.3.** you make changes to your meter or supply such that the information we used to base your prices is no longer correct.
- 14.5.** If clause 14.4 applies to you, we will tell you by email or letter what the new prices are and when they will apply to you. If you tell us that you do not agree to pay the different prices, we can end any Fixed Price Energy Plan that we have agreed with you. In these circumstances, the Fixed Price Energy Plan will end automatically on the day we tell you it has ended.

15. STANDARD TERMS OF CONNECTION FOR THE SUPPLY OF ELECTRICITY ONLY

- 15.1.** 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.
- 15.2.** You agree that under the 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. That 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 the 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.

16. MOVING OUT OF OR CHANGING A PREMISE

- 16.1.** If you are going to leave a premise permanently, the following clauses 16.1.1 to 16.1.3 below will apply.
- 16.1.1.** you should give us 30 days' notice, providing the following information:
- 16.1.1.1.** the date you are leaving the premise;
- 16.1.1.2.** your new address and phone number;
- 16.1.1.3.** the name and contact details of the new owner or tenant or, if the premise will be empty, the landlord.
- 16.1.2.** on the date you leave the premise, you should take final readings for all your meters and tell us what they are.
- 16.1.3.** we may ask you to provide proof that there is a new tenant or owner at the premise you are leaving.
- 16.2.** If you leave, let or sublet a premise and you owe us money, your obligations under the contract to pay what you owe us and to notify us of the details of the new occupier or tenant will continue to apply after you have left the premise.

17. RENEWING YOUR FIXED TERM CONTRACT

- 17.1.** If you renew your Fixed Price Energy Plan, your new Fixed Price Energy Plan period will start on the day after your current Fixed Price Energy Plan comes to an end.
- 17.1.1.** We will provide you with a 'statement of renewal terms' a minimum of 60 days prior to the expiry of the fixed term period. Our letter will set out details of our Out of Contract rates that will apply if we don't hear back from you before your Fixed Price Energy Plan comes to an end. We'll also let you know about any alternative Fixed Price Energy Plan we can offer, together with the new contract details for each option.
- 17.1.2.** If you want to accept the Out of Contract rates, you do not need to do anything. If you want to accept any of the other Fixed Price Energy Plans offered, you will need to follow the instructions set out in the offer we send you. Any new Fixed Price Energy Plan you accept will apply from the day after your previous Fixed Price Energy Plan ends.

- 17.2. Subject to any change that may apply to the tariff you pay for your energy, the terms and conditions of the contract will continue to apply to the premise if we have agreed a Fixed Price Energy Plan for the premise and if:
- 17.2.1. the Fixed Price Energy Plan has ended; or
- 17.2.2. we have ended the Fixed Price Energy Plan for that premise early in line with clause 10.
- 17.3. In circumstances described in 17.2.1, unless you agree a new Fixed Price Energy Plan with us or a different supplier takes over the supply of that premise, we will charge you for your supply based on our Out of Contract rates. Charges based on our Out of Contract rates can change but we will always give you 30 days' notice of any adverse change. The Out of Contract rates are likely to be higher than the charges under our Fixed Price Energy Plan. In those circumstances where we have ended the Fixed Price Energy Plan under 17.2.2, the Out of Contract rates will apply.
- 18. OTHER CONDITIONS WHICH APPLY**
- 18.1. We may transfer all or part of the contract to another licensed utility supplier without seeking your prior consent. Any such transfer would be publicised.
- 18.2. Your rights and duties under the contract are personal to you, and you are not entitled to transfer the benefit or burden of it to another person without our written consent.
- 18.3. We may change the terms of the contract at any time, by giving notice of such change, in which case clause 6 will apply. These conditions reflect obligations imposed upon us by our licences to supply Services. You agree that we may change the contract:
- 18.3.1. to permit us to provide the supply in accordance with any changes to our licences, the law, or any standard electricity or gas supply industry regulations, agreements or codes;
- 18.3.2. to permit us to pass through any additional cost, charge, expense, rate, fee, tax, levy or expense of any kind incurred or to be incurred as a result of any change to our licences, the law, or any standard electricity or gas supply industry regulations, agreements or codes;
- 18.3.3. as a result of any order or direction made by law or by any regulatory body. We will make you aware of such changes as soon as we can in accordance with clause 14.1.
- 18.4. These standard conditions and the payment method, payment rate, and any other particular conditions included in the contract are intended to set out the rights and obligations between us. It is our policy not to make or accept changes or additions to the conditions as printed.
- 18.5. We may stop or restrict the supply of a Service to your premise as a result of an Act of Parliament or any regulation made under it, and while that law or regulation is in force you will refrain from using the Service, or will restrict your use of the Service, in accordance with our instructions.
- 18.6. Nothing in this agreement affects any statutory rights you may have under law.
- 18.7. If any provision of the agreement is declared to be invalid or unenforceable by any competent authority, such finding will not affect the validity of the remaining provisions of the agreement.
- 18.8. We can enforce any rights and obligations under the contract even if there is a delay in doing so.
- 18.9. The contract shall be governed by the laws of England and Wales and, subject to clause 18.10, disputes arising shall be dealt with by the English courts.
- 18.10. Unless agreed otherwise in writing between us, any dispute or difference of whatsoever nature arising out of or in connection with the contract shall be referred to arbitration pursuant to the arbitration rules of the Electricity Arbitration Association.
- 19. SAFETY AND EMERGENCIES**
- 19.1. If you become aware of any escape or suspected escape of gas or any other gas emergency, you must immediately notify your gas network operator's emergency services free of charge on 0800 111 999 or any other relevant published number.
- 19.2. You must not at any time use or permit any use of gas supplied under the contract in or as part of any dangerous process, or otherwise in a way likely to create any risk to the health and safety of any person or risk of damage to any property (other than where such risk is inherent in normal use of gas). You agree to use the gas supply so as not to interfere with the efficient supply of gas to other customers.
- 19.3. If you are aware or are concerned about anything relating to the supply or distribution of electricity to you which you think may cause danger or require urgent attention or may affect the security, availability and quality of Service of the system through which you receive the supply please contact either your local distribution company or our enquiry service.

20. DISCLOSURE OF INFORMATION

- 20.1.** Information you provide or we hold (whether or not under the contract), including meter readings and other data relating to the status of a meter, may be used by us, our employees, our agents, subcontractors and service providers (including those based outside the UK) and may be disclosed to and used by other companies in our group to:
- 20.1.1.** identify you when you make enquiries;
 - 20.1.2.** help administer any accounts, Services and products provided by our group now or in the future;
 - 20.1.3.** help us detect fraud, crime or loss and to make credit checks;
 - 20.1.4.** help us optimise the provision of the Services to you;
 - 20.1.5.** keep you informed about other services and products offered by our group and selected third parties (to whom no data will be disclosed). If you prefer not to receive such information, please tell us when you make your Application or write to us stating that you do not wish to receive such information.
- 20.2.** Please also review our Privacy Notice to understand our practices to which you consent. The Privacy Notice is set out below.
- 20.3.** We may also share information with third parties working with us in order to enable our delivery to you of our obligations imposed under the Energy Company Obligation or other government schemes.
- 20.4.** We or our agents may collect, store and use information about you to do the following:
- 20.4.1.** to offer you accounts, Services and products from us and our partners. To help us make these offers, we may use an electronic scoring system, which also uses information about you from other credit-reference agencies as well as other companies.
 - 20.4.2.** to help run, and contact you about improving the way we run, any accounts, Services and products we have provided before, now and in the future.
 - 20.4.3.** to create statistics, test computer systems, analyse customer information, create profiles and create marketing opportunities (including using information about what you buy from us and how you pay for it. For example, the amount of gas or electricity you use).
 - 20.4.4.** to help maintain the health and safety and security of you, and any staff, employees, family or other persons on your premise, at your site or in your home.
 - 20.4.5.** to help train our staff.
 - 20.4.6.** to contact you in any way (including by post, email, phone, text, multimedia message, other forms of electronic communications, such as Smart Meters, or by visiting you) about products and Services we and our partners are offering.
- 20.5.** We may also monitor and record any communication we have with you, including phone conversations and emails, to make sure we are providing a good service and to make sure we are meeting our legal and regulatory obligations.
- 20.6.** This clause applies to individuals, sole traders and partnerships and to the directors of corporate organisations. We may check your details with one or more credit reference and fraud prevention agencies to help us decide whether there is a risk that you may not pay your bills, to help us make decisions about goods and Services we can offer you and to help us manage your account. Below, we have given a brief guide to how we and the credit reference and fraud prevention agencies may use your information.
- 20.6.1.** we may ask credit reference and fraud prevention agencies for information about you, your business, any people you are applying with and directors of your business (if you are providing information about others on a joint application, you must make sure they agree that we can use their information to do this). If you provide false or incorrect information and we suspect fraud, we will pass your details to credit reference and fraud prevention agencies. Law enforcement agencies (for example, the police and HM Revenue & Customs) may use this information.
 - 20.6.2.** we and other organisations may also access and use the information credit reference and fraud prevention agencies give us to, for example:
 - 20.6.2.1.** check details on applications you make for credit related services;
 - 20.6.2.2.** check your identity;
 - 20.6.2.3.** prevent and detect fraud and money laundering;
 - 20.6.2.4.** manage credit and credit related accounts or Services;
 - 20.6.2.5.** recover debt;
 - 20.6.2.6.** check details on proposals and claims for all types of insurance; and
 - 20.6.2.7.** check details of employees and people applying for jobs with us.
- 20.6.3.** when we ask credit reference agencies to carry out a search for us, they will record this on your credit file whether your

application for a contract with us is successful or not.

20.6.4. if you give us information on behalf of someone else, you confirm you have given them the information set out in the contract, and that they have given permission for us to use their personal information in the way we have described in clause 20.4. If you give us sensitive information about yourself or other people (such as health details or details of any criminal convictions of members of your household), you agree (and confirm that the person the information is about has agreed) that we can use this information in the way set out in the contract.

20.6.5. before you allow anyone else who is not already an authorised representative to act for you in relation to the contract, you must tell us in writing that they have authority to act on your behalf. If you haven't told us about this other person, we will not act on their instructions until you have confirmed that they are allowed to act for you.

20.6.6. if, at any time, we do not enforce any part of the contract, this will not stop us doing so in the future.

20.6.7. we will not accept violence, physical aggression or spoken or written abuse towards our staff and may take legal action or refer this action to the police.

21. NOTICES

- 21.1.** Save for any Termination notice which you serve (which must be served in writing and sent to our principal office address by hand, courier or post) you and we agree that we may communicate with each other and serve notices by hand, courier, post or email.
- 21.2.** You and we consider notices delivered by hand to have been received when they are delivered.
- 21.3.** You and we consider notices delivered by courier or guaranteed or special delivery to have been received on the date when they are recorded as having been delivered and signed for.
- 21.4.** If you and we send letters by post, you and we assume the letters have arrived on the second day after they were posted.
- 21.5.** You and we consider notices that we send you by email to have been received on the day they were sent.
- 21.6.** If there is any disagreement about a notice, it is important that you can prove that you have sent it. Any notice should also contain enough information to allow us to identify your account (for example, your premise address).

22. PAYMENT DIFFICULTIES

- 22.1.** If you are struggling to pay for your energy usage, it is important you let us know as soon as possible. Don't wait for a payment reminder, the sooner you tell us that there is a problem or your circumstances change, the sooner we can try to help. Our Payment Helpline on 03330 156 662 will put you through to trained Advisors who can offer the following: Provide advice on how to manage your bill and offer you a payment plan based upon your financial situation.
- 22.2.** Our Codes of Practice are published on our website www.utilita.co.uk/business/help. These include information on Paying for your Energy, Gas Safety & Gas Emergencies, Arrangements for Site Access, Energy Efficiency, Complaints, Fuel Mix Disclosure, Back-billing Policy and Treating Customers Fairly as well as our statement on Pay As You Go Meters.

23. SMART METER SUPPLEMENTAL AGREEMENT

- 23.1.** When we install a Smart Meter you accept that we have incurred additional costs above and beyond that which we would normally incur in supplying Services to customers. We need to ensure that you do not remove, damage or cause to be removed or damaged, any such metering equipment including any communications equipment or keypad or display.
- 23.2.** If you terminate a Service, you have the right to keep your Smart Meter and to request your new Service provider to use it.
- 23.3.** If you move to a new supplier who is not willing to allow you to keep your Smart Meter, while we cannot control the actions of your new supplier you should not be charged for the removal of our meter.
- 23.4.** We will collect data (daily or more frequently) relating to your pattern of consumption and other technical data from the meters to enable us to optimise our purchasing of that utility and to provide you with information to help your management of the utility. If you wish to opt out of this data being collected or stored and used, you should tell us that this is the case.
 - 23.4.1.** If your industry profile class requires half hourly data collection or increases the costs to us of providing the supply then an appropriate procedure will apply to enable us to collect such data (and for your metering equipment to be changed if necessary to enable half hourly data collection) and, as the case may be, for us to pass through such additional costs.

- 23.5. We will collect consumption data from your Smart Meter daily for the purpose of working out your bill.
- 23.6. We will tell you at least seven days beforehand if we plan to use your consumption data for any other purpose than stated in clause 23.4 & 23.5.
- 23.7. If you have a Smart Meter, we will send you bills based on the readings from your Smart Meter. In some cases, we might still have to estimate some of your bills, for example, if we cannot gather consumption data from your Smart Meter due to technical difficulties or other unforeseen circumstances.
- 23.8. In some cases, we or our agents can carry out the activities remotely without needing to visit your premise, and you agree that we may do so without asking your permission on each occasion.
- 23.9. You must take reasonable care not to damage or interfere with the Smart Meter. If you break the Smart Meter, you will have to pay us (or our agents) to come to your property and repair it.
- 23.10. You must tell us if:
 - 23.10.1. the Smart Meter gets damaged or stops working properly;
 - 23.10.2. you think that the Smart Meter or display unit has been tampered with; or
 - 23.10.3. anything happens to the Smart Meter that might prevent us from being able to read your Smart Meter.

24. ONLINE TERMS AND CONDITIONS

- 24.1. If you have an active Fixed Price Energy Plan, you agree to manage your account Online and no correspondence will be sent by post.
- 24.2. You must provide us with a valid email address and advise us should you change your email address.
- 24.3. We will only allow you to log on and use your online account using the email address you have provided us with.
- 24.4. If you enter either your password or email address incorrectly 3 times, onto your online account, your account will be blocked. If we block your account, you will need to phone us so that we can reactivate your account.
- 24.5. You must not share your password with anyone else, including us. Should you think that someone else may be accessing your account, you should change your password immediately.

25. DEEMED CONTRACTS

- 25.1. You will have a deemed contract with us if we already supply the premise, even if you have not agreed contract details, and:

- 25.1.1. you move in and gas or electricity (or both) is available at that premise;
- 25.1.2. your tenants move out of the premise and no other tenant has moved in;
- 25.1.3. you take or have taken responsibility for the site which we supply and you have not entered into a contract with us; or
- 25.1.4. a contract is treated as existing between us for any other reason.
- 25.2. You will also have a deemed contract with us if:
 - 25.2.1. your supply has been accidentally transferred to us by mistake; or
 - 25.2.2. any regulatory body has appointed us as your supplier for whatever reason and you have not otherwise agreed an energy plan with us.
- 25.3. A premise covered under the contract in the circumstances described in clause 25.1 and 25.2 is a deemed premise. The contract will apply to a deemed premise until:
 - 25.3.1. you have changed supplier for that premise;
 - 25.3.2. you agree contract details with us for the deemed premise as described in clause 1.5;
 - 25.3.3. you ask us to arrange to disconnect or de-energise the meter at the deemed premise.
- 25.4. If you have a deemed premise, you do not have to give us a Termination notice but if you want to end the contract by changing supplier, the new supplier must still register your premise successfully. You must pay all charges due under your deemed contract until you have successfully transferred.
- 25.5. We can change the Terms and Conditions of the contract from time to time (including our prices, conditions, payment methods and other charges) for any deemed premise. The terms of our deemed contract scheme are available on our website.
- 25.6. We will calculate charges that are due to us for any period while you are on a deemed contract and you will be responsible for paying those charges in full in accordance with these terms and conditions.
- 26. COMPLAINTS
 - 26.1. A copy of our Complaints Handling Procedure can be accessed on our website www.utilita.co.uk/business/help
 - 26.2. As part of our Complaints Handling Procedure, we strive to respond to your complaint within 5 working days, and we will aim to resolve the complaint fully within 10 working days of receipt.

- 26.3. If you are not satisfied with the way your complaint has been handled, the case will be escalated to a Customer Relations Team Leader, where a response will be issued within 5 working days.
- 26.4. If at this point you are still not satisfied, or we have not dealt with your complaint after 8 weeks, or if we have sent you a letter stating our final position, you have the right to refer your complaint to the Energy Ombudsman who can be contacted on 03304 401 624 or via email at osenquiries@os-energy.org

b) **Meter Point Administration Number(s), Meter Point Registration Number(s) and Other Technical Data**

At a later date the relevant meter registration number(s) (which information is publicly available) is added to your Contact Details. We will also add some technical information that is available from other industry participants.

c) **Banking and payment details**

If you pay by direct debit your banking information is retained by us. This information is held by us securely and is used solely in accordance with the written instructions you give us. Our online payment facility is hosted externally by a partner which is compliant with the Payment Card Industry (PCI) data security standard and will handle your payment in accordance with our instructions and their terms and conditions which you agree to when you pay in this manner. The payment website secures your personal information using Comodo SSL certification which encrypts all information including credit and debit card details. Except as set out in this paragraph, your banking information is never disclosed to us by a third party.

PRIVACY NOTICE

1. WHEN DOES THIS PRIVACY NOTICE APPLY?

We are committed to protecting the personal information that we hold. The Data Protection Act 1998 (the DPA) applies to all 'personal data' that we process. Personal data means all information which relates to identifiable living individuals.

If you are a sole trader or a partnership, all the information we hold about your account may constitute your personal data and so you should read the whole of this Privacy Notice.

If you are a limited company, the only personal data we are likely to hold are the 'Contact Details' about specific individuals at your company. Paragraphs 3(b) and (c) of this Privacy Notice are not relevant for you.

By proceeding to use our Services you agree that we may process your personal data in accordance with the DPA and this Privacy Notice.

2. WHO AND WHAT IS A DATA CONTROLLER?

The DPA defines a data controller as the organisation that determines the purposes for, and the manner in which, your personal data is used. Utilita Energy Limited is the data controller for any of your personal data used in accordance with our Services.

3. WHAT INFORMATION DO YOU GATHER ABOUT ME AND WHEN?

The type of personal data we gather is: -

a) **Contact Details**

At the point of initial contact all customers (and potential customers) provide us with the following information ("Contact Details"); -

- (i) Name
- (ii) Address
- (iii) Telephone number(s)
- (iv) Email address

4. INFORMATION ABOUT YOUR METER READINGS

Meter readings are taken and stored together with your contact details. Meter readings are taken at various times and frequencies, most frequently on a half hour basis. Data readings can be taken at any of the following times: -

- (i) When you telephone us with the information.
- (ii) When a representative attends your premise and reads the meter.
- (iii) When you make a pre-payment to us (known as, "vending or vend").

For customers who have a Smart Meter installed, the Smart Meter itself automatically gathers full meter readings on a half hourly basis, in addition to other updates and alerts.

- This information is retained within the meter itself.
- The meter may be dialed remotely by us at least once per month (and can be done so more often). Some Smart Meters automatically transmit readings to us more frequently.
- At that time, the half hourly information is processed by us.

- In addition, each time you vend, the Smart Meter passes to us data to confirm the accuracy of the meter reading.

Readings taken from your Smart Meter may be used by us in accordance with this Privacy Notice. You have the right to opt out of meter readings being taken where the data relates to a period of less than one month. If you would like to do so, please call our Business Customer Service Team on 03330 156 662.

5. WHAT DO WE DO WITH THE INFORMATION?

We may use information we hold about you for the purposes of: -

- (i) Identifying you when you make enquiries;
- (ii) Helping us administer any accounts, Services and products provided by us now or in the future;
- (iii) Helping us to detect fraud or loss and to make credit checks;
- (iv) Helping us to optimise the provision of the Service to you;
- (v) Keeping you informed about other Services and products offered by us and members of our group of companies, unless you choose not to receive this.

Our Smart Meter technology means that we can see your energy consumption half hourly and at any time by accessing the meter remotely. This is very helpful if you have any queries about how much energy you have used, when and what the cost is. This helps us to ensure that the charges levied to you are in accordance with your usage and anticipated usage.

6. THE FUTURE

Although the price we charge you remains relatively constant, the wholesale market prices for both gas and electricity vary considerably from hour to hour and from day to day. It is therefore helpful in planning our purchasing, and thereby obtaining a better price, to have an accurate aggregate profile of the consumption of our customers. We can get this information from a Smart Meter where it has been installed.

In time it may be possible to develop the Smart Meter capabilities to the point where you can manage and purchase your energy on a 'time of use' tariff to enable you to take advantage of lower prices during the day as well as at night.

We will also be able to provide this information back to you to help you manage your energy consumption. This might help you save money, and has the added benefit of helping to reduce carbon emissions and protect our environment.

7. DOES ANYONE ELSE SEE MY PERSONAL DATA?

We have agreements in place with a number of agents that act on our behalf to read your meter and to process the data that has been collected. We also have to provide data to companies that operate the networks over which energy is distributed to your home, to the organisations that operate the wholesale markets, and to other processors acting on our behalf, such as operators of Smart Meter communications systems.

We may also pass information about you to relevant industry parties under the Theft Risk Assessment Service. This is a requirement for all suppliers. The data in this case is used only to assist with detection of fraud and energy theft.

In addition to this we may also use special advisors to carry out specific research work using the energy consumption data in order to improve the way we work and improve the Service we provide to you. In particular, we use Secure Meters (UK) Limited, "SEMS (UK)", in this way. SEMS (UK), and any other consultant or advisor, may only use the information they access in order to perform the functions that we ask them to and not for any other reason. Any agreements we have with advisors require them to process data only in accordance with our Privacy Policy and as permitted by the DPA.

We may also pass information about you to our agents and service providers as necessary to allow us to properly supply the Services to you and to comply with regulation and government schemes (such as the Energy Company Obligation). In doing this, we may transfer your information outside the European Economic Area (EEA) to countries where the data protection standards are different from those in force in the UK. If we or our agents and service providers do transfer your information outside the EEA, we will ensure that the required legal protections are in place and we will always take reasonable steps to ensure that the recipients of your information keep the data secure.

8. HOW SECURE IS THE INFORMATION WE KEEP ABOUT YOU?

We maintain security procedures and safeguards in connection with the collection, retention, disclosure and destruction of identifiable personal information. Our systems are protected from external access by utilising best practice in information technology. Staff are provided access to our systems by individual password protected schemes set for their required roles.

We ensure that any agent acting on our behalf has at least similar security controls over the storage and use of your data.

9. CAN I ACCESS THE INFORMATION YOU HOLD?

Individuals have a right to access their own personal data. If you want to know exactly what information we hold then contact us at Utilita Energy Limited, Hutwood Court, Bournemouth Road, Chandlers Ford, Southampton, SO53 3QD, or businessenergy@utilita.co.uk, or call 03330 156 662. In accordance with the DPA we may charge a fee of £10 for processing your request.

As our website is developed, we hope to provide you with access to this information automatically online.

10. WHAT IF THE INFORMATION YOU HOLD IS INCORRECT?

Please write to us at: Utilita Energy Limited, Hutwood Court, Bournemouth Road, Chandlers Ford, Southampton, SO53 3QD, or businessenergy@utilita.co.uk, or call on 03330 156 662 to update your information or correct any information we hold.

11. WHO DO I WRITE TO IF I HAVE A QUESTION, COMMENT OR REQUEST TO MAKE?

Please address any questions, comments and requests regarding our data processing practices to us at Utilita Energy Limited, Hutwood Court, Bournemouth Road, Chandlers Ford, Southampton, SO53 3QD, or businessenergy@utilita.co.uk, or call 03330 156 662.