

Terms & Conditions for the Provision of Services

Please read through these Terms and Conditions to ensure you fully understand your commitment and our obligations

1. The Basics

1.1. The contract is between you (the customer) and Utilita Energy Limited.

1.2. The contract consists of these terms and conditions, your Price Plan, the details contained in your Application, and any promotional offer provided to you when you made your application.

1.3. Each contract will run from the date that you signed an Application form, submitted your Application over the internet, or made an Application on the telephone.

1.4. Supply will commence on the Start Date notified to you for each Service we supply to you.

2. Words and Phrases

2.1. Words and phrases used in this 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:

“Application” means your application for the supply of energy by Utilita.

“energy” means gas or electricity, or both depending on the options you have chosen.

“fixed term contract” means a contract which will last for an agreed, fixed period of time.

“OFGEM” means the Office of Gas and Electricity Markets, which is an organisation formed by Parliament to protect the interests of utility customers (or any competent successor body or authority), Ofgem carries out its activities for the Gas and Electricity Markets Authority.

“premises” includes any part of any land or building or structure supplied under this contract at which the supply is used wholly or mainly for domestic purposes.

“Price Plan” means a combination of tariff and payment method together with any special terms clearly stated on the tariff sheet.

“Services” means either utility services (any or all of a gas supply, and electricity supply and heat supply), and/or other associated services for example, boiler maintenance or energy conservation services) at premises in Great Britain.

“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 display.

“supply” and **“supplied”** in each case refers to the supply of any of a gas, electricity or heat utility Service under this contract (but not otherwise) and **“utility”** shall have the same meaning. It may also include the provision of services required or undertaken in respect of such supply.

“supply point” means the point at which the flow of the utility Service to the supply address is metered.

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

3. Our Obligations to each other

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

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

3.3. You agree that the premises are currently connected to mains gas and/or, electricity for the relevant Service, or that they will be when the Service is due to start and, in the case of a heat supply, that the premises is connected to a heat distribution system.

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.

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

3.6. You agree to co-operate with us in all matters relating to the Services.

3.7. We do not guarantee the supply of a Service to your premises. Our supply of a Service will be delivered to your premises by the local gas network operator and/or the local electricity network operator (each referred to as a relevant network operator), this contract does not give you a legal right to have electricity delivered. Your separate connection agreement with your local electricity distribution network operator (see clause 13 below) gives you that right, and automatically takes effect from the date of this contract. No such agreement is required in the case of gas or heat. If you have a heat supply at the premises, the right to the supply of heat will usually be dealt with by your tenancy agreement.

3.8. You agree to pay any of our charges due under clauses 6 to 8, and you agree to indemnify us for any loss or damage to any utility metering equipment or component thereof 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.

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.

3.11. For some of the associated services we provide additional terms and conditions may apply.

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.

4.2. Before we can supply a Service, you must provide us with a meter reading, or permit us or any other person on our behalf, safe access to the supply address to obtain a meter reading.

4.3. We shall let you know in advance of the date when we shall start the supply, which will be the latest of:

4.3.1. a date which we have agreed between us; or

4.3.2. the earliest date when we can register you as our customer; or

4.3.3. in cases where a meter or junction box must be connected before supply can start, when the meter or junction box is actually connected ("Start Date").

4.4. If we take over the Services you authorise us to cancel your existing agreements with your existing suppliers 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, this contract shall remain in force and we will continue to pursue the registration of the supply points in accordance with the original intent of the contract to the extent that this is possible. If for any reason it is impossible to register the requested utility, for example because it does not exist at the premises requested or if the previous supplier does not release the supply point for a period of over 3 months, we will notify you and our obligations will cease.

4.6. If you pay for your energy by prepayment meter, and you have a debt on the meter (or, if you have two prepayment meters, on either or both of them), it may still be possible for your supply to be transferred between suppliers. If this is the case your debt will also be transferred between the suppliers using the process known as the Debt Assignment Protocol. This is explained further under clause 11.

4.7. The Debt Assignment Protocol enables us as your new supplier to transfer your debt from your existing supplier and to continue to recover the outstanding debt from you. In order for this process to operate, as part of accepting these terms and conditions, you consent to your debt information being shared between us and your old supplier. This process may also be operated if you later wish to transfer away from Utilita, subject to the level of debt you have on each prepayment meter. The level of debt Utilita will accept for processing through the Debt Assignment Protocol, whether to or from Utilita is consistent with the maximum transferrable debt set periodically by OFGEM.

5. Access to Premises and Meters

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

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 Utilita or the network operator in connection with the delivery of the Service; and

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

5.2. If you have a Smart Meter installed then the Smart Meter Supplemental Agreement will apply (see clause 18).

6. Prices and Changes

6.1. Utilita's up-to-date tariff prices can be accessed at: www.utilita.co.uk/prepayment/utilita-tariffs

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

6.3. Where we seek to change any of the terms of your contract with us 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 premises. If you do not have such equipment we may move your supply from the tariffs in your Price Plan to our Standard tariffs, which may be more expensive. As our Price Plans are worked out on the basis that you will have a Smart Metering System, such a move will not constitute a change of the terms of your contract.

6.4. The principal terms of your contract and your Price Plan with Utilita are based on and are conditional upon you having Smart Metering Equipment at your premises. If you do not already have Smart Metering Equipment, Utilita will install Smart Metering Equipment for you. If you do not have Smart Metering Equipment and you refuse to let Utilita install Smart Metering Equipment for you, we reserve the right to transfer your supply to our Standard Tariff and such a change will not constitute a change of the terms of your contract. This may be more expensive than the initial tariff in your Price Plan. If this is the case, we will give you 14 days' notice before we apply the change.

6.5. If we give you notice of an adverse change the terms of your contract under clause 6.3, and we receive a notice under a relevant industry agreement that another supplier will begin to supply you with gas or electricity or both no later than 20 working days after the adverse change would have taken effect, Utilita will treat the change as ineffective and not enforce the change before you move to the new supplier. If you do not then move to another supplier within a reasonable time, we reserve the right to implement the change from the date when it would have originally taken effect.

6.6. If we receive a notice under clause 6.5 above of an intended transfer to a new supplier, but there are outstanding charges on the account, we may seek to prevent your transfer to the new supplier. If we do seek to prevent your transfer to a new supplier for this reason, we will tell you that we have done so. If you pay the outstanding charges within 30 days, or your new supplier agrees to accept your debt in accordance with the Debt Assignment Protocol, your supply will be able to transfer to the new supplier. Providing this occurs in a reasonable time, we will not implement the change notified under 6.3.

6.7. 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. We will not apply a price change before the date that we have notified to you.

6.8. In accordance with standard industry practice, Utilita 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. For specific terms applicable to fixed term contracts, please see section 20 below.

6.9. 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. This includes any changes to metering equipment pursuant to clause 7.5. If your house 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.

6.10. If you request a tariff (a set of prices relating to a Service) that is inconsistent with the metering configuration at the premises, we reserve the right to charge on a basis that is consistent with the metering configuration.

6.11. If your method of payment is changed under this 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.

6.12. 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.

6.13. For more information please visit our website www.utilita.co.uk. Alternatively please call a member of our Customer Service team on 03452 072 000.

7. Billing And Payment

7.1. We will send you a bill or statement (which will show you a breakdown of our charges) at least once per year. You may request statements at other times, and we will endeavour to provide them; however we reserve the right to charge for these additional statements.

7.2. Our bill or statement may be based on a reasonable estimate of your utility 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.

7.3. 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.

7.4. 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.

7.5. If we supply either or both of your gas and electricity by a prepayment 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 seven days in advance.

7.6. 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 please visit our website for more help and advice on www.utilita.co.uk/contact-us/help-and-advice. You can also call a member of our Credit Control Team on 01962 891195

7.7. If as a result of you contacting us under clause 7.6, Utilita agrees to apply a credit sum of money to your gas or electricity smart prepayment meter to reinstate or maintain your supply, Utilita 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 7.5.

7.8. If you are having difficulty in paying the amount deducted from your top-ups under clause 7.7, please contact us to discuss the difficulty on 03452 072 000.

7.9. 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 6.11). Depending on your payment record, the other method of paying may require the fitting of a prepayment 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 your Price Plan.

7.10. If you use a prepayment meter it is your responsibility to look after the device for payment which means keeping it clean, safe and free from damage. We may charge for replacements.

7.11. 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 4 per cent above the base-lending rate from a high street bank in England, as we shall nominate from time to time. We will notify you 14 days in advance of making this change. For each such event we reserve the right to charge a Payment Administration Fee as set out in your Price Plan or our schedule of charges.

7.12. 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 set out in your Price Plan or our schedule of charges.

7.13. 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.

7.14. 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.

7.15. If Utilita needs 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, Utilita 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.

7.16. Any amounts billed to you as a result of our revenue protection activities under clause 7.15 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. In some circumstances we may ask you to pay a security deposit. This may be either at the start of this contract, 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 7.3. Any security deposits will be reasonable and fair and your circumstances and ability to pay will be taken into consideration.

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 this contract are ended and you have paid all our charges.

8.2.2. if we ask you to pay a deposit and you disagree with our request, or with the amount involved, you can ask to have the dispute settled by OFGEM.

8.3. If you bypass a meter or otherwise damage a meter or seek to use energy without paying in full for it, Utilita has the right to request a deposit on the metering equipment to be paid before installing replacement metering equipment. The security deposit value in this case may include the equipment costs and engineer call out charges. 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 7.14, Utilita reserves the right to apply any security deposit held under clause 8.3 to the debt on your account.

8.5. If Utilita does apply any security deposit held under clause 8.3 to the debt on your account as set out in clause 8.4 or to any charges incurred on your account, Utilita also reserves the right to require you to top up the 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 premises 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 prepayment meter to collect the debt and future charges;

9.1.2. you do not carry out any of your other obligations under this contract;

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;

9.1.5. you commit a serious breach of our arrangements with you under this 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 premises, 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 agreement has expired or been terminated until a new supplier is registered for the premises.

10. Rights To End This Contract

10.1. Subject to clause 10.10, you can end this 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 within 14 days from the date of this contract (which will then end immediately), if you entered into it as a result of one of our representatives visiting you at home, or telephoning you there, without being invited to do so by you. You may give this notice by completing and returning the cancellation form in your welcome pack;

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 disadvantageous change to this contract. In this case this contract will end when the switch to a new supplier is completed;

10.1.3. by telling us in writing, or by telephone, at least two working days before you want this contract to end, if you are permanently leaving the premises being supplied;

10.1.4. by telling us in writing, at any other time 28 days before you want this contract to end.

10.2. 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.

10.3. If you do not give us any proper notice under clause 10.1, this contract will remain in force and you will continue to be liable for all charges arising under it until the contract does end. (If you have permanently left the premises, this will usually be when a new owner or occupier becomes responsible for the supply, or when the next actual meter reading is taken – whichever happens first. If you have moved to a new supplier, this will usually be when the new supplier becomes responsible for the supply to your premises)

10.4. 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.

10.5. When this 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.

10.6. We can end our arrangements under this contract with you by giving you no less than three months' notice in writing, except where we are acting under clause 10.7

10.7. We can terminate this agreement immediately if: 10.7.1. you are no longer the owner or occupier of the premises;

10.7.2. OFGEM or other relevant authority directs another supplier to supply your premises;

10.7.3. we have suspended supply of all Services to you in accordance with clause 9.

10.8. Both you and we can end this contract immediately if we are no longer licensed to supply Services at your premises.

10.9. In circumstances where we are providing the Service as part of a wider community scheme you may not have the right to terminate a Service to an individual premises. The Services to all premises in the scheme will be terminated in accordance with our agreement with the landlord or property manager.

10.10. Special terms on termination apply to fixed term contracts – see clause 20.

11. Transfer of Chargers and Cost Recovery

11.1. If we are the new supplier at your premises and you have not paid the charges on your final bill from your previous supplier, then in certain circumstances some or all of those charges may be transferred to us to collect. If you have a prepayment meter which has a debt on it, we will also accept transfer of the debt under the requirements of our licence.

This debt transfer would be carried out under the Debt Assignment Protocol. Your previous supplier will tell you in writing if this is to happen, and we are then entitled to collect those amounts from you and also our reasonable costs of doing so. Transfer of a debt in this way may mean that it takes us longer to begin supply to you than would usually be the case, while we make arrangements with your old supplier.

11.2. Where this contract has ended and your supply has been transferred to another supplier, we are allowed in certain circumstances to transfer some or all of the charges on our bill to your new supplier to collect for us. This may also be the case if you have a prepayment meter which has a debt on it, as the new supplier is required to accept transfer of debt in accordance with the requirements of their licence. This debt transfer would be carried out under the Debt Assignment Protocol. We will tell you in writing if we decide to do this, and your new supplier is then entitled to collect those amounts from you and also the reasonable costs of doing so. Transfer of a debt in this way may mean that it takes your new supplier longer to begin supply to you than would usually be the case, while we make arrangements with your new supplier.

11.3. If you permanently leave your current premises and move to a different premises, and Utilita continues to supply Services to you at the new premise, any debt that you have with Utilita will still be due. If you have a prepayment meter at the new premises, 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 Customer Services Team on 03452 072 000 to discuss and we will try to help.

12. Limitation of Liability

12.1. We warrant to you that the Services will be provided using reasonable skill and care.

12.2. If we cannot supply you with a Service at your premises 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 this contract.

12.3. If either you or we break any of the arrangements under this 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 12.4.

12.4. Nothing in this contract is intended to or shall serve to limit our liability for death or personal injury arising out of our negligence or fraudulent misrepresentation.

13. Standard Terms of Connection for the Supply of Electricity Only

13.1. 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.

13.2. You agree that under this contract we are supplying you with electricity and that we are acting on behalf of your electricity distribution network operator to agree with you a connection to the electricity distribution network. 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 this contract. To obtain a copy of the NTC or to ask any questions about it, please write to Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF, phone 020 7706 5137, or you can find relevant information on the internet at www.connectionterms.co.uk.

14. Other Conditions which Apply

14.1. We may transfer all or part of this contract to another licensed utility supplier without seeking your prior consent. Any such transfer would be publicised.

14.2. Your rights and duties under this 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.

14.3. We may change the terms of your contract with us 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 this contract to the extent necessary to reflect any relevant changes made by the government or OFGEM to those licences. We shall publicise any such changes as soon as we can.

14.4. These standard conditions and the payment method, payment rate, and any other particular conditions set out in this contract are intended to regulate the rights and obligations between us. It is our policy not to make or accept changes or additions to the conditions as printed.

14.5. We may stop or restrict the supply of a Service to your premises as a result of an Act of Parliament or any regulation made under it, and while that law is in force you will refrain from using the Service, or will restrict your use of the Service, in accordance with our instructions.

14.6. Nothing in this agreement affects any statutory rights you may have under law.

14.7. 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.

14.8. We can enforce any rights and obligations under this contract even if there is a delay in doing so.

14.9. If the address of the premises is in Scotland, this contract shall be governed by Scots law and disputes arising shall be dealt with by the Scottish courts.

14.10. If the address of the premises is in England or Wales, this contract shall be governed by the laws of England and Wales and disputes arising shall be dealt with by the English courts.

15. Safety and Emergencies

15.1. 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 us on 03452 068 999.

15.2. You must not at any time use or permit any use of gas supplied under this 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.

15.3. 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.

16. Disclosure of Information

16.1. Information you provide or we hold (whether or not under the agreement), including meter readings and other data relating to the status of a meter, may be used by us, our employees and/or agents or given to and used by other companies in our group to:

- 16.1.1.** identify you when you make enquiries;
- 16.1.2.** help administer any accounts, Services and products provided by our group now or in the future;
- 16.1.3.** help us detect fraud, crime or loss and to make credit checks;
- 16.1.4.** help us optimise the provision of the Services to you;
- 16.1.5.** 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.

16.2. Please also review our Privacy Notice to understand our practices to which you consent. The Privacy Notice is set out below.

16.3. 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 Green Deal, ECO or other government schemes.

17. Special Needs

17.1. If you have special or priority needs in relation to a Service then you must let us know either by calling our Customer Service number or writing to us at the address below. We publish a series of codes of practice that may be applicable to your circumstances, as set out in clause 18.4 below.

17.2. We keep a confidential register of customers with special or priority needs to enable us to respond appropriately to your needs.

18. Payment Difficulties

18.1. 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 01962 891195 will put you through to trained Advisors who can offer the following:

- Provide advice on how to manage your bill
- Offer you a payment plan based upon your financial situation

18.2. If you wish to seek free and independent advice, you can contact StepChange, the UK's leading, free debt charity, who can help you address, manage and budget for any debt you may have. StepChange can be contacted on 0800 138 1111 or via their website: www.stepchange.org

18.3. If you need impartial advice or support on consumer issues or changing your supplier, the Citizen's Advice consumer service provides free and confidential advice on consumer issues. You can access the Citizen's Advice: 'Knowing your Rights' help guide on our website: www.utilita.co.uk/about-us/knowing-your-rights.

18.4. Utilita's Codes of Practice are published on our website: www.utilita.co.uk/about-us/codes-of-practice. These include information on Paying for your Energy, Gas Safety & Gas Emergencies, Knocking on your Door, Energy Efficiency, Complaints, Fuel Mix Disclosure, Back-billing Policy and Treating Customers Fairly as well as our statement on Prepayment Meters.

19. Smart Meter Supplemental Agreement

19.1. 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.

19.2. If you terminate a Service you have the right to keep your Smart Meter and to request your new Service provider to use it.

19.3. If you move to a new supplier who is not willing to allow you to keep your Smart Meter, while Utilita cannot control the actions of your new supplier you should not be charged for the removal of our meter.

19.4. We will collect daily and within day data relating to your pattern of consumption and other technical data from the meters to enable us to optimize 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 stored and used, you should tell us that this is the case.

20. Fixed Term Contract Supplemental Agreement - Only Applies to Fixed Term Contracts

20.1. Introduction:

20.1.1. Utilita may from time to time make available a fixed term contract to its customers. If you enter into such a fixed term contract, in addition to the general terms and conditions of contract, this section will apply.

20.1.2. Where this section differs from the general terms and conditions of contract, this section will take precedence and the general terms will be varied accordingly.

20.1.3. Once your fixed term contract expires, this section [20] will cease to apply and your contract will revert to being governed by our general terms and conditions of contract.

20.2. Contract Application:

20.2.1. If you accept a fixed term contract offer from Utilita, you will complete a fixed term contract application form.

20.2.2. The fixed term contract application form will include any additional principal terms which are specific to the fixed term contract.

20.3. Duration:

20.3.1. The duration of your fixed term contract will be fixed and will be set out in the fixed term contract application form.

20.3.2. If you wish to terminate the fixed term contract before the expiry of the contract, you must give us 28 days' notice and we may require you to pay a termination fee, as described in clause 20.4.

20.3.3. When the fixed term contract is approaching the end of the fixed term, we will provide you with a 'Statement of Renewal Terms' a minimum of 42 days and a maximum of 49 days prior to the expiry of the fixed term period.

20.4. Termination Fees:

20.4.1. 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.

20.4.2. The termination fee may vary according to the remaining term and will be stated on the fixed term contract Application Form.

20.5. Price:

20.5.1. 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 Form.

20.5.2. If the price or prices applicable to your fixed term contract are expected to change during the contract period, we will tell you this when you sign the contract application, and all applicable prices will be described in your Price Plan which accompanies your fixed term contract Application Form. Otherwise, the prices will be fixed for the duration of your fixed term contract except in the circumstance of an imposition by law or Regulation or variation of any Value Added Tax Rate.

20.6. End of Fixed Term Contract:

20.6.1. Where your fixed term contract comes to an end, we will provide you with a Statement of Renewal Terms as set out above.

20.6.2. If you do not respond to the Statement of Renewal Terms or take any other action by the time your fixed term contract has expired, we will transfer you to our cheapest Evergreen Tariff which is available to you from the date at which your fixed term contract expires.

21. Complaints

21.1. A copy of our Complaints Handling Procedure can be accessed at: www.utilita.co.uk/contact-us/complaints.

21.2. 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.

21.3. If you are not satisfied with the way your complaint has been handled, the case will be escalated to a Consumer Affairs Team Leader, where a response will be issued within 5 working days. If at this point you are still not satisfied you have the right to refer your complaint to the Energy Ombudsman who can be contacted on: 03304 401 624 or via email at: enquiries@energy-ombudsman.org.uk

Privacy Notice

1. Introduction

Utilita is committed to the operation of fair processes in relation to the personal information that you provide. The purpose of this note is to explain Utilita's privacy policy. By proceeding to use our Services you agree that we may process the personal data (including sensitive personal data) that we collect from you in accordance with the Data Protection Act 1998 and in accordance with this privacy notice.

2. Who and what is a Data Controller?

The Data Protection Act 1998 defines a data controller as the person or company that gathers and processes personal information. Utilita Energy Limited is the data controller for the purpose of your personal information held by Utilita.

3. What Information do you gather about me and when?

The type of information 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
- (v) Other personal information such as date of birth, any children under the age of 16, or any disability or other special need.

(b) Meter 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) Meter Readings

Meter readings are then 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 premises and reads the meter.
- (iii) When you make a pre-payment to us (known as, "vending or vend")
- (iv) For customers who have a Smart Meter installed, the Smart Meter itself automatically gathers and transmits to us 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 dialled remotely by us at least once per month (and can be done more often).
- 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.

(v) You reserve the right to opt out of daily or more frequent meter readings. Please call our Customer Services Team on 03452 072000.

4. Your Bank Details

If you pay by direct debit your banking information is retained by us. This information is held by us securely, is used solely in accordance with the written instructions you give us and is never disclosed to a third party.

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.

5. What does Utilita 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;

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.

- (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 selected third parties (to whom no data will be disclosed, except as set out in clause 7 below).

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, and to the organisations that operate the wholesale markets.

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 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)", a sister company, 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 United Kingdom's Data Protection Act 1998.

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 Green Deal and Eco). 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 Utilita keep about me?

We maintain security procedures and safeguards in connection with the collection, retention, disclosure and destruction of identifiable customer's 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 Utilita hold?

Yes, if you want to know exactly what information we hold then contact us at Utilita House, Moorside Road, Winchester SO23 7RX, or customerservices@utilita.co.uk, or call 03452 072 000, and this information will be provided.

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

10. What if the information Utilita hold is incorrect?

Please write to us at: Utilita House, Moorside Road, Winchester SO23 7RX, or customerservices@utilita.co.uk, or call on 03452 072 000, 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 House, Moorside Road, Winchester SO23 7RX, or customerservices@utilita.co.uk, or call 03452 072 000.

What to expect on a site visit:

- On the day of install you will receive a text to confirm your time of install.
- You will receive a text from the engineer when they are on their way.
- You engineer will greet you with a valid Utilita ID badge visible, (if you are on the priority service register, the engineer will confirm the password for your account if (applicable))
- The engineer will do a risk assessment to check the meters are safe to install.
- The engineer will inform you that the gas and electricity will be switched off for a short period of time.
- The old meters will be removed and the engineer will pack them away to return to the original provider.
- The meter installation takes approximately one hour (dual fuel switch over). Any credit left on the old meter will be transferred.
- The engineer will explain the use of the meters and give you your payment cards with a unique 19 digit code that is set up with the new meters.
- You will be left with a dual fuel user guide by the engineer for you to keep.

- An engineer will ask you to sign his job sheet confirming the new meters are in and the electric and/or gas supplies have been safely restored, and leave you with a copy and the engineer will leave the premises

What to expect from a door to door agent visit:

- A door to door agent will greet you at your property, showing a valid ID badge.
- The agent will ask if he or she can have a spare few moments to tell you about Utilita and if you would be interested in switching gas and electricity suppliers.
- You have the right not to let the agent into your property. However, if you are comfortable with the agent entering your property he or she will confirm that this is ok.
- The agent will have an agent presenter or electronic tablet device which will have information on Utilita and comparison graphs for you to see.
- If you are happy to switch energy suppliers, the agent will ask you for your details and some questions regarding your property.
- The agent will complete your contract application. You will have to sign it and either the agent will leave you with a yellow copy or, if the contract is concluded on an electronic tablet device, a confirmation of the contract [and a copy of the full contract terms] will be forwarded to you either by post or, if you agree, by email or text message.
- The agent will then ring up our call centre to put the details through the system whilst he is with you or will enter the details into Utilita's system through an electronic tablet device.
- You will receive a call from the call centre to verify everything that the agent has spoken to you about and this will close the sale.
- The agent will leave you with a welcome pack, a tariff sheet and quotation sheet included with a cancellation form if you wish to cancel within the cooling off period.
- The agent will leave your premises.