

SUPPLEMENTAL UTILITA TERMS

Green Deal Energy Terms

1. YOUR AGREEMENT WITH US

The Green Deal Scheme is a government-backed initiative where organisations called Green Deal Providers provide financial assistance in the form of a loan to help households make energy-saving improvements to their premises. The loan is repaid through a charge added to an electricity bill, or recovered through a prepayment meter using a daily charge. Through adding energy-saving improvements to your home, the Green Deal stays with the premises and if you move, the new resident or person benefitting from the improvements will then be responsible for paying the remaining charges. If you are responsible for the Green Deal Charges at your premises, the following terms apply to you.

1.1 We are Utilita Energy Limited of Secure House, Moorside Road, Winchester, Hampshire SO23 7RX, registered in England – 04849181– and with VAT number: 823818422.

1.2 If your premises has a Green Deal and we supply Electricity to you, these terms and conditions (“Green Deal Terms”) apply regardless of whether you are being supplied under our Standard Terms or our Deemed Contract Terms. You can read the terms that apply to our supply of Energy to you by following this link: www.utilita.co.uk/terms

1.3 If there is a mismatch between these Green Deal Terms and our Standard Terms, these Terms will apply on Green Deal issues, and our Standard Terms will apply in all other cases.

2. PAYING FOR YOUR GREEN DEAL CHARGES

2.1 You are a Green Deal Payer if you are responsible for paying the gas and/or electricity charges at your premises and there is a Green Deal attached to your premises. Even if you did not enter an agreement to join the Green Deal, you are responsible for paying the Green Deal Charges where a previous owner or occupier has joined the scheme in relation to your premises.

2.2 As a Green Deal Payer and a customer of Utilita, you agree to pay us any Green Deal Charges related to the Green Deal. Green Deal Charges are separate from any charges for the Energy you use. Our tariff prices do not include Green Deal Charges – these will be added to your bill separately.

2.3 You are responsible for paying us the Green Deal Charges from the date that we begin the supply of electricity to your premises (whether under a Deemed Contract or our Standard Terms).

2.4 We are responsible for collecting your Green Deal Charges and we will send your Green Deal Charges to the relevant Green Deal Provider on your behalf.

2.5 We will tell you what your Green Deal Charges will be before we start taking them. You can see what Green Deal Charges you pay by looking at your bill or statement.

2.6 We will collect your Green Deal Charges daily through your meter (where you are a pre-payment customer) or through your bill (if you are a credit customer). We will take payment through the same method which you chose to pay for your electricity supply. Further information regarding paying your Green Deal Charges can be found in the Green Deal Code of Practice by following this link: www.utilita.co.uk/codes-of-practice

2.7 When you pay us, the amount that you pay will be split between your standard electricity charges and your Green Deal Charges.

2.8 If you would like to pay off your Green Deal Charges early, speak to your Green Deal Provider. Where any changes are notified to us by your Green Deal Provider, we will adjust your Green Deal Charges and write to you to inform you of these changes before they happen.

Delays in Payment or Difficulties Paying

2.9 If you do not pay your Green Deal Charges we will treat the unpaid sums as a debt, in accordance with our Standard Terms. You can find out more by following this link: www.utilita.co.uk/terms

3. ENDING YOUR SUPPLY WITH US

3.1 Please see our Standard Terms and Conditions for information on ending your contract with us.

3.2 If you wish to switch to a different electricity supplier, you must select a supplier that participates in the Green Deal. We will continue to collect the Green Deal Charges until your new electricity supplier takes over the supply. Your new electricity supplier will collect the Green Deal Charges for your premises from when they take over the supply from us. You will be responsible for all outstanding Green Deal Charges that were payable to us up to the date that our supply ended and you will continue to be responsible for paying the Green Deal Charges with your new supplier.

3.3 Where you ask to switch to a different electricity supplier, we have the right to object to your proposed supply transfer where you have outstanding Green Deal Charges owing on your account. If you are a prepayment customer we may be able to transfer your supply under the Debt Assignment Protocol. To find out more about the Debt Assignment Protocol, please visit www.utilita.co.uk/codes-of-practice

3.4 If you move to new premises, you may remain responsible for paying the Green Deal Charges related to your old premises until a new Green Deal Payer takes over responsibility for the Green Deal Charges.

3.5 If you stop taking electricity at your premises but there are Green Deal Charges accruing, we will continue to take your Green Deal Charges.

4. YOUR PRIVACY

4.1 We collect and receive data about you, your household, and your meter so we can provide our services to you and to comply with our regulatory obligations. We explain what information we collect and what we use it for in our Privacy Information Notice which is online at www.utilita.co.uk/terms or you can call our Customer Services Team if you need a hard copy.

4.2 Where your premises is part of the Green Deal we may also collect and share personal information about you and your household with your Green Deal Provider. We do this in order to manage your Green Deal and to correctly collect and pay your Green Deal Charges. This information may also be shared with regulators, government authorities, organisations that co-ordinate the Green Deal and relevant Green Deal Providers to oversee the Green Deal Scheme.

5. OUR LIABILITY TO YOU

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

5.2 We are only responsible for foreseeable loss or damage that is caused by our failure to comply with these Terms, or where we do not use reasonable skill and care. If you suffer loss as a result of our failure under these Terms, our total aggregate liability to you for all claims is limited to £10,000 for any one event or series of connected events in any 12 month period.

5.3 We are not responsible for unforeseeable losses, or any other loss or damage that you may incur which is not an obvious consequence of our failure, or where the failure is due to circumstances that are beyond our reasonable control. We are not responsible for any indirect, special or consequential losses you may suffer, including but not limited to any business losses or disruption to business activities carried out at the premises.

5.4 These terms shall be governed by the laws of England and Wales and disputes arising shall be dealt with by the English courts. If the address of the premises is in Scotland, your statutory rights are not affected.