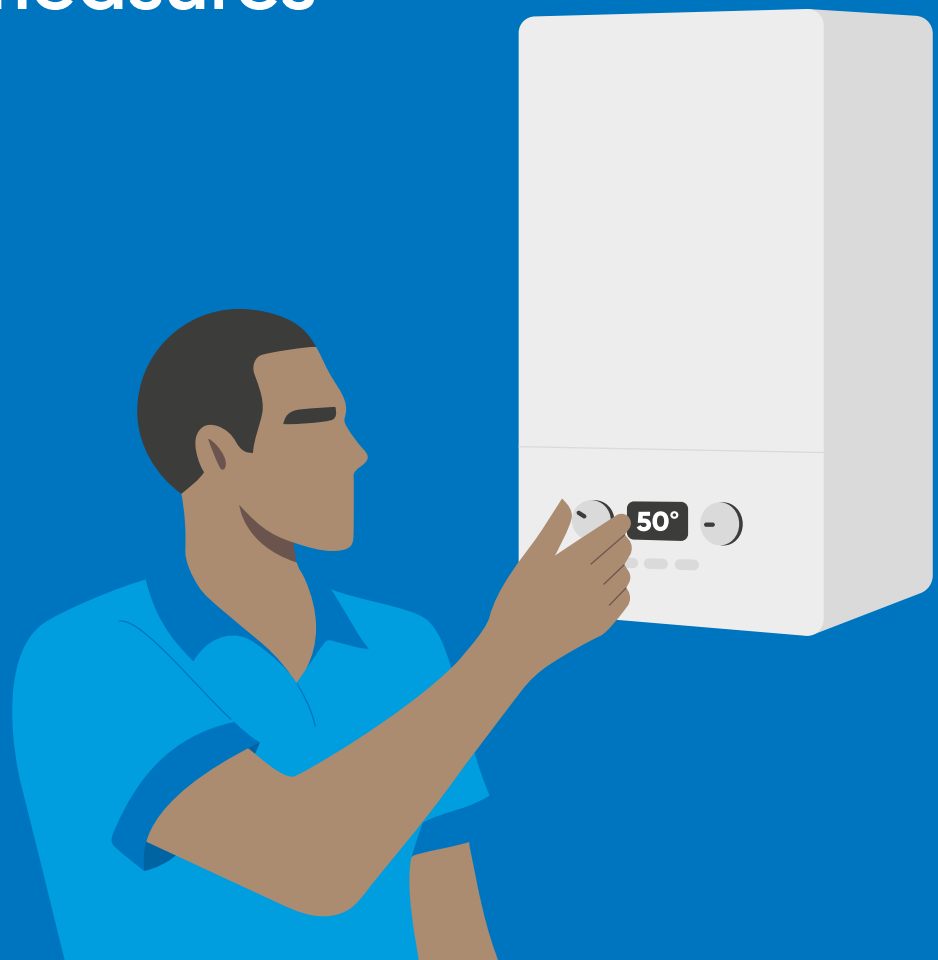


Utilita Home



Terms & Conditions

For the installation of energy
efficient measures



1. Definitions

1.1. We use several definitions in these terms and conditions, and we recommend you read them in full to ensure that you fully understand the services that we provide to you.

1.2. These terms and conditions and any appendices, together with the Energy Efficiency Plan (defined later on below), make up our agreement with you (**Agreement**).

2. The agreement

2.1. We are Hooga Limited t/a Utilita Home, of Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh SO53 3QB, registered in England and Wales (company number 04917671). We often refer to ourselves in this document as "**Utilita**", "**we**", "**our**" or "**us**".

2.2. This Agreement relates to the qualification and provision of energy efficient measures to help people lower their heating costs (**Energy Efficiency Measures**). This includes actions that result in heating savings, such as the replacement of a broken heating system or the upgrade of an inefficient heating system.

2.3. This Agreement sets out how we provide our services to you. The services that we provide can include:

2.3.1. a survey and assessment of your place of residence (**Home**) which you want to put forward in order to determine which Energy Efficiency Measure(s) will provide the best estimated savings and/or is the most suitable to be installed;

2.3.2. the installation and design (installation only), of the agreed recommended Energy Efficiency Measures,

(together, our **Services**).

2.4. For a full list of the types of Energy Efficiency Measures that can be installed in your Home, please visit our website: utilita.co.uk/eco

2.5. If you ask us to install Energy Efficiency Measures in your Home, we will create a detailed plan for you which will set out main details of the installation works and any additional terms and conditions relating to the Energy Efficiency Measures (**Energy Efficiency Plan**). Your Energy Efficiency Plan will form part of the Agreement.

3. Our responsibilities

3.1. We will provide the Services to you with all reasonable skill and care and in accordance with all applicable laws and regulatory requirements (including but not limited to Publicly Available Standard (**PAS**)). PAS sets out the technical standards for Energy Efficiency Measures and installation services;

3.2. Every now and then, we may use authorised and trusted subcontractors to perform any of our Services to you on our behalf (**Subcontractors**). This includes both surveys and installation of Energy Efficiency Measures.

3.3. Our Subcontractors are approved by us prior to their engagement. We require our Subcontractors to enter into an agreement with us which includes the same or similar protections for you as set out in this Agreement.

3.4. The individual attending your Home, whether they are directly employed or engaged by us or by one of our Subcontractors, is the person responsible for providing the Services on our or our Subcontractor's behalf (**Representative**).

3.5. Whilst we may sometimes subcontract the Services and our responsibilities under this Agreement, we shall always remain responsible to you for their acts and omissions, including the acts and omissions of our Subcontractor's Representatives as if they were our own.

3.6. An obligation on us to do, or to refrain from doing, any act or thing shall include an obligation on us to procure that our employees, staff and agents and our Subcontractors' Representative's also do, or refrain from doing, such act or thing.

4. Our accreditations

4.1. We are fully accredited and registered with the following standards in relation to the Services that we provide to you under this Agreement:

4.1.1. TrustMark: this quality scheme is endorsed by the UK Government. It covers work that a consumer chooses to have carried out in their home. The TrustMark logo signifies our commitment to customer service and good trading practices. It also shows that we have had the technical competence of our work inspected to ensure consistent quality and that we comply with best practice and standards. You can find our registered entry here: www.trustmark.org.uk/find-a-tradesperson

4.1.2. Gas Safe Register: we are registered with the UK's gas registration body. The Gas Safe Register holds the official list of gas businesses who are registered to work safely and legally on boilers, cookers, fires and all other gas appliances in the UK. You can find our registered entry here: www.gassaferegister.co.uk/find-an-engineer

4.1.3. Green Deal Approved: we are allowed to install energy efficiency improvements under the Green Deal finance mechanism. Only authorised and trusted installers will be able to identify themselves as 'Green Deal Installers' and use the Green Deal Quality Mark. You can find our registered entry here: gdorb.beis.gov.uk/green-deal-participant-register

4.1.4. Microgeneration Certification Scheme:

this quality scheme is endorsed by the UK Government. It certifies, quality assures and provides consumer protection for microgeneration installations and installers. These consist of small-scale renewable electricity technologies such as solar PV, biomass, wind, heat pumps and heat products. You can find our registered entry here: mcscertified.com/find-an-installer

5. Funded scheme eligibility criteria

5.1. If you would like Energy Efficiency Measures installed in your Home, you must meet our eligibility criteria for the relevant funded scheme.

5.2. For further information on our eligibility criteria, please visit our website: utilita.co.uk/eco or contact our In-House Delivery Team at home@utilita.co.uk or call 01962 679048.

5.3. To find out if you're eligible, you can conduct a survey on our website: utilita.co.uk/save-energy/eco-scheme. We will contact you within 7 days to discuss your survey answers and next steps on your eligibility assessment.

5.4. As part of your eligibility assessment, we may either book a survey of your Home or request further details from you.

5.5. If you do not pass your eligibility assessment, we will not be able to provide you with any Energy Efficiency Measures. If this happens, we will end this Agreement without liability to you or us

6. Conducting a survey

6.1. Before we can install Energy Efficiency Measures, we must carry out one or more surveys of your Home. These surveys allow us to understand the most suitable and effective Energy Efficiency Measure(s) that could be installed at your Home.

6.2. To receive Energy Efficiency Measures under this Agreement, you agree to allow our chosen assessor to conduct a survey of your Home. The results of the survey will outline the recommended Energy Efficiency Measure(s) for your Home and any estimated savings that you could make. The assessor will conduct the survey on a date and time agreed with you.

6.3. Once the survey has been completed, we will make you aware of the results within fourteen (14) days of the date of the survey. The output of the surveys will determine whether we require further information and/or additional work, your Home is suitable for Energy Efficiency Measures, or your Home is not suitable for Energy Efficiency Measures.

6.4. If the results recommend that your Home is **not suitable** for Energy Efficiency Measures, then we will not be able to install any Energy Efficiency Measures in your Home. We will let you know if this is the case. If your Home is not suitable for Energy Efficiency Measures, this Agreement will automatically end without liability to you or us.

6.5. If the results indicate that **further information and/or additional work is required**, then we will not be able to install any Energy Efficiency Measures in your Home unless and until these additional matters have been resolved. For example, if at any point we discover any asbestos at your Home, it will be your responsibility to ensure that this is safely removed (and provide us with proof) before we can begin installation any Energy Efficiency Measures. We will identify any additional work required when we provide you with the results of the survey.

6.6. If the results recommend that your Home **is suitable** for Energy Efficiency Measures, and we are satisfied that these Energy Efficiency Measures will provide you with energy efficiency savings, then we may be able to install Energy Efficiency Measures in your Home.

6.7. However, you acknowledge and accept that we are under no obligation to install any Energy Efficiency Measures in your Home. If you ask us to install any Energy Efficiency Measures, we can accept or refuse your request without any liability to you or us.

6.8. If we agree to install Energy Efficiency Measures in your Home, we will contact you within fourteen (14) working days from your request for installation services to arrange an appointment. Alternatively, you may notify us by contacting our In-House Delivery Team by:

6.8.1. email: home@utilita.co.uk;

6.8.2. phone: 01962 679048.

6.9. You do not have to ask us to install Energy Efficiency Measures in your Home. You can speak with different Energy Efficiency Measure installers to perform the installation works, even where you have asked us to conduct a survey of your Home.

6.10. If you do ask us to install Energy Efficiency Measures in your Home, you acknowledge and accept that we must start within three (3) months from the date of our survey.

6.11. If more than three (3) months have passed since the date of our survey, we will need to carry out another survey of your Home before we can begin installing Energy Efficiency Measures in your Home. We will notify you of the results of the survey and if there are any changes to the proposed Energy Efficiency Measures and estimated savings from the results of the previous survey.

7. Your energy efficiency plan

7.1. Your Energy Efficiency Plan will include the following, minimum information:

- 7.1.1.** the recommended Energy Efficiency Measure(s);
- 7.1.2.** the manufacturer of the recommended Energy Efficiency Measure(s);
- 7.1.3.** the agreed date and time for installation;
- 7.1.4.** the name of the Installer; and
- 7.1.5.** the price payable for the Services.

7.2. We will use reasonable efforts to attend your Home on the agreed date and time set out in your Energy Efficiency Plan. However, due to reasons outside of our control (e.g. traffic or vehicle breakdown) we cannot always guarantee that we will be on time.

7.3. If we are unable to make the agreed appointment time, we will contact you as soon as possible and, if necessary, seek to re-arrange the appointment.

8. Price

8.1. We may charge a fee for conducting a survey of your Home, even if your Home is found to be unsuitable for Energy Efficiency Measures.

8.2. The fee for the Services and the payment terms will be set out in your Energy Efficiency Plan.

8.3. Any fee payable under this Agreement is to be paid before the commencement of the installation services unless otherwise agreed in your Energy Efficiency Plan.

9. Installation of the energy efficiency measures

9.1. You must have all necessary permissions and consents for the Energy Efficiency Measure(s) to be installed in your Home. This can include (but not be limited to) your mortgage provider, your insurer, your landlord and any necessary planning permissions or building control approvals. You must provide copies of any permission and consents to us if we ask for them.

9.2. You agree to provide us with reasonable co-operation and information so we can carry out the installation services.

9.3. Upon installation of the Energy Efficiency Measures, we will register the installation only with the appropriate central body to obtain a guarantee for the Energy Efficiency Measure(s). Upon registration, the applicable central body will provide you with a copy of the guarantee for your records.

9.4. If you are satisfied with the Energy Efficiency Measure and the installation services, we may ask

you to sign a certificate of completion, a copy of which will be provided to you.

9.5. If you are not satisfied with the Energy Efficiency Measure and the installation services, you must notify us as soon as possible.

9.6. We are not responsible for the quality or performance of the Energy Efficiency Measures. The manufacturer of the relevant Energy Efficiency Measure(s) we have installed is responsible. Once we have installed the Energy Efficiency Measures, we will provide you with a copy of the relevant manufacturer's warranty which sets out your rights relating to any faults or defects in the design, workmanship, and materials of the Energy Efficiency Measures.

10. Access to your property

10.1. You agree that you will allow us, our Subcontractors and Representatives access to all necessary and relevant areas of your Home to perform:

10.1.1. the Services; and

10.1.2. any other additional or follow-up works related to the Services or as set out under this Agreement that we may be required to undertake from time-to-time at your Home.

10.2. You acknowledge that we must start the installation services of the Energy Efficiency Measure(s) within three (3) months from the date of any survey.

10.3. If we are unable to access your Home, then we may charge you for any losses, costs and/or other expenses we reasonably incur as a result. We will not charge you where our access to your Home is due to reasons outside of your control or our negligent acts or omissions.

10.4. You further agree that you will allow us, our Subcontractors and Representatives access to your Home at any time in the event of an emergency, to complete any necessary works, to remove any equipment or Energy Efficiency Measures, or where there is danger to you, your Home, other people, yours and others property, or where any statutory rights are being enforced.

10.5. You must ensure that your Home is a clean and safe environment and that we, our Subcontractors and our Representative can provide our Services safely.

10.6. You must ensure that someone over the age of 18 is at your Home when we perform the Services. The person who lets us, our Subcontractors and Representative into your Home must be over the age of 18. We ask for someone over the age of 18 to remain in your Home whilst we provide our Services.

10.7. If you are not at Home at the agreed appointment, or we are unable to enter your Home, we will leave a contact card to let you know that we attended the appointment. This card will give you the number for our In-House Delivery Team. We cannot guarantee that we can get back to you on the same day, but if you call our In-House Delivery Team, we will reschedule the appointment as quickly as possible.

10.8. Our Representatives are trained to meet our high standards of practice. Most of our Representatives will be wearing one of our uniforms. However, as we do use authorised and trusted subcontractors from time-to-time to perform the Services, please do not be alarmed if our Representatives are not wearing our uniform.

10.9. We always recommend that you check the identity and business of any person before letting them into your Home. You should check the identity card of our Representative thoroughly, which should contain the following information:

10.9.1. our name, e.g. Hooga Limited t/a Utilita Home, or the name of one of our Subcontractors;

10.9.2. name of the individual representing us or our Subcontractors (**Representative**);

10.9.3. a colour photograph of the Representative;

10.9.4. an expiry date (all identity cards are handed back to the relevant installing company on expiry or when a Representative ends their employment);

10.9.5. a telephone number for us or our Subcontractors that you can call to check the Representative's identity; and

10.9.6. a reference number for the Representative.

10.10. All our Representatives must wear and show you a valid photo identity badge which is clear, legible and confirms who they are. All our Representatives will also confirm the exact reason they are visiting your Home.

10.11. If the Representatives are employed by us, the identity badge will show our logo. If the Representatives are employed by one of our subcontractors, the identity badge will not show our logo.

10.12. We will always check that the person requesting our Services is responsible for the household bills and is over 18. Vulnerable customers receive an additional "comfort call" from our In-house Delivery Team to check that they are completely happy to proceed with their application and fully understand our terms and conditions. We will wait and speak to any carer or

next of kin if it is necessary to do so. In sheltered accommodation, we must receive the warden's permission to approach you.

10.13. If our Representatives are unable to access your Home on the agreed date and time, we will contact you to attempt to re-arrange the Services on another day. In the event of continued failed attempts to gain access to your Home and perform the Services, we may cancel the Services and this Agreement without liability to you.

10.14. If you have any concerns or wish to make a complaint in relation to one of our Representatives, please contact our In-House Delivery Team immediately. We will seek to deal with your concerns and/or complaint as a matter of urgency.

11. Data protection

11.1. We are committed to the operation of fair processing in relation to the collection and use of personal information. We explain how we will collect and use your personal information in connection with this Agreement in our 'Utilita Home' privacy information notice: utilita.co.uk/terms

11.2. If you are unhappy with the way we handle your personal information, you can contact our Data Protection Officer at DPO@utilita.co.uk or write to us at Utilita Energy Limited, Hutwood Court, Bournemouth Road, Chandlers Ford, Eastleigh, SO53 3QB. We will try to address your concerns. You can also complain to the Information Commissioners Office who is the relevant regulatory body.

12. Ending this agreement

12.1. If you wish to cancel this Agreement, you can use any of the following methods:

12.1.1. email: home@utilita.co.uk;

12.1.2. phone: 01962 679048.

12.2. Unless we have already started on the Services, you can cancel this Agreement **within** fourteen (14) days from the date we agree your Energy Efficiency Plan (**Contract Start Date**) without charge. We will refund any amounts that you have paid to us within fourteen (14) days of receiving your cancellation request.

12.3. If you cancel this Agreement **after** fourteen (14) days from the Contract Start Date, and we have not started the installation services, we will refund any amounts that you have paid to us within fourteen (14) days of receiving your cancellation request.

12.4. Although you have the right to cancel this Agreement and receive a refund of any amounts already paid to us, we are entitled to

receive payment for Services provided up to and including the date of cancellation. We may also recover any losses, costs and/or expenses we have reasonably incurred because of your cancellation. However, we will not seek to recover any losses, costs and/or expenses if you have cancelled the Agreement due to our negligent acts or omissions.

12.5. If you ask us to install more than one Energy Efficiency Measure in your Home, different rules may apply. If we are in the process installing any one of these Energy Efficiency Measures in your Home and you cancel this Agreement, we will charge you for the full amount of works completed up to and including the date of cancellation.

12.6. If you cancel an Energy Efficiency Measure which has only been partially installed, we will stop installing the Energy Efficiency Measure (unless it is unsafe to do so). However, we may charge you for the full cost of installation of that Energy Efficiency Measure, including any additional works that are necessary. We may also recover any losses, costs and/or expenses we have reasonably incurred because of your cancellation. However, we will not seek to recover any losses, costs and/or expenses if you have cancelled the Agreement due to our negligent acts or omissions.

12.7. We may cancel this Agreement at any time upon giving you written notice if the following events occur:

- 12.7.1.** we are unable to perform any of the Services for any reason which is outside of our reasonable control;
- 12.7.2.** you do not pass our eligibility assessment; and/or
- 12.7.3.** you breaking the terms of this Agreement.

12.8. This Agreement will automatically end if:

- 12.8.1.** we no longer hold the relevant licences and consents to perform the Services; and/or
- 12.8.2.** we become insolvent or otherwise cease trading.

12.9. Any amounts to be refunded to you under this Agreement will be paid within fourteen (14) days of receiving your cancellation request. Our only liability to you for cancellation of this Agreement under clause 12.7 or clause 12.8 will be to refund any amounts that you may have paid to us in advance of a survey and/or the installation services.

13. Liability

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

13.2. We are only responsible for foreseeable loss or damage that is caused by our failure to comply with our obligations under this Agreement, or where we do not use reasonable skill and care in the delivery of the Services.

13.3. If you suffer loss because of our failure under this Agreement, our total combined liability to you for all claims is limited to a maximum of £10,000 for any one event or series of connected events in any 12-month period.

13.4. We are not responsible for any loss or damage you incur that:

- 13.4.1.** are unforeseeable losses;
- 13.4.2.** arise due to any unintentional delay or missed appointments for any of the Services;
- 13.4.3.** arise due to existing faults or defects (including manufacturing or design faults and defects) relating to the Energy Efficiency Measures or to the structure, build, design, shape, heating, plumbing, electrics, previous works, or any other part of your Home; or
- 13.4.4.** arise due to circumstances that are beyond our reasonable control.

13.5. We are not responsible for any indirect, special or consequential losses you may suffer, including but not limited to any loss of profit, revenue, goodwill, contract, wasted expenses, business losses or disruption to business activities carried out at your Home or otherwise.

13.6. You agree to pay us any reasonable costs that we incur as a result of or in connection with:

- 13.6.1.** you not being at Home for the scheduled appointment for the Services (except where you have notified us at least 24 hours in advance); and/or
- 13.6.2.** you breaking the terms of this Agreement.

13.7. You acknowledge and agree that we are not the manufacturer of any of the Energy Efficiency Measures recommended or installed in your Home. The details of the manufacturer of the Energy Efficiency Measure(s) are set out in your Energy Efficiency Plan. Any warranty provided by the manufacturer of the Energy Efficiency Measure(s) installed in your Home shall be the sole responsibility of that manufacturer. It is your responsibility to read and comply with the terms of the Manufacturer's warranty.

13.8. Upon installation of the Energy Efficiency Measure(s) in your Home, we will register you with the Gas Safe Register. However, we are not responsible for any maintenance of the Energy Efficiency Measure(s) installed in your Home including (without limitation) any annual service requirements.

13.9. You should refer to the manufacturer's warranty to understand your rights and obligations in relation to the Energy Efficiency Measures.

14. Complaints

14.1. If you have any question, comment or complaint regarding any of the Services under this Agreement, please contact us as soon as possible. The quickest way to resolve any issue is to email our In-house Delivery Team at home@utilita.co.uk or call 01962 679048. Our team will aim to resolve your query over the phone wherever possible. Alternatively, you can refer to our complaints handling procedure which is available on our website at utilita.co.uk

14.2. If we are not able to resolve your concerns within twenty-four (24) hours of receiving your notification, or if the matter requires further investigation, we will follow the matter up with you via telephone, email or post to ensure you know what is going on. In all of the above cases you should expect to receive a response from us within five (5) working days of the date the matter was originally raised.

14.3. If, at any time, you are unhappy with how we have handled your concerns, you may refer it to the Citizens Advice Consumer Service. The Citizens Advice Consumer Service provides free, confidential and impartial advice on consumer issues. You can find further information on their website at www.adviceguide.org.uk

15. General

15.1. Any reference to **writing** or **written** shall include email.

15.2. We may transfer or subcontract any of our rights and obligations under this Agreement to another company. If we do so, your obligations or liabilities under this Agreement will not be affected.

15.3. This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

15.4. Each party acknowledges and confirms that it does not enter into this Agreement in reliance upon any representation or warranty or other undertaking not fully reflected in this Agreement, save for any fraudulent misrepresentation.

15.5. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

15.6. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.7. If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

15.8. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.9. We may revise, change or add to the terms of this Agreement from time to time in accordance with any legislative requirements and/or any changes that we decide to make. We will update this Agreement and any supporting documentation accordingly. Where possible, we will provide you with 30 calendar days' notice prior to the change taking place. If the change is not disadvantageous, we may update the terms of this Agreement and update you afterwards or simply place a notice on our website. We recommend that you check out website regularly for updates.

15.10. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Nothing in this Agreement affects any statutory rights you may have under law.

15.11. Each party agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Appendix 1 – Additional Terms and Conditions relating to the ECO Scheme

These additional terms and conditions relate to the Energy Company Obligation (**ECO**) scheme and shall apply to customers who qualify for Energy Efficiency Measures under the ECO scheme. These additional terms and conditions should be read in conjunction with the main terms and conditions for the provision of Energy Efficiency Measures.

1. ECO scheme

1.1. The ECO scheme is an incentive that helps people to lower their heating costs through Energy Efficiency Measures. It is formed entirely from the Home Heating Cost Reduction Obligation (**HHCRO**). HHCRO focuses on Energy Efficiency Measures which improve the ability of low income, fuel poor and vulnerable households to heat their homes. This includes actions that result in heating savings, such as the replacement of a broken heating system or the upgrade of an inefficient heating system.

1.2. The ECO scheme is managed and set by the Department for Energy, Business & Industrial Strategy (**BEIS**). The Office of Gas and Electricity Markets (**Ofgem**) administers the ECO scheme on behalf of the BEIS. Ofgem's duties include:

- 1.2.1.** allocating a proportion of targets to energy suppliers who **MUST** participate in the ECO scheme;
- 1.2.2.** monitoring energy suppliers' progress and deciding whether they have achieved their obligations under the ECO scheme;
- 1.2.3.** reporting information to the Secretary of State at BEIS; and
- 1.2.4.** auditing, ensuring compliance and preventing and detecting fraud.

1.3. Our group company, Utilita Energy Limited (**Utilita Energy**), is regulated by Ofgem and qualifies as a mandatory energy supplier. This means that Utilita Energy is legally required to participate in the ECO scheme. As a mandatory energy supplier, Utilita Energy must promote Energy Efficiency Measures. We act on behalf of Utilita Energy in relation to the delivery of all Energy Efficiency Measures under the ECO scheme.

2. ECO Eligibility Criteria

2.1. If you would like Energy Efficiency Measures installed in your Home under the ECO scheme, you must meet the eligibility criteria set by BEIS.

2.2. For further information on the ECO scheme eligibility criteria, please visit our website: utilita.co.uk/eco or contact our In-House Delivery Team at home@utilita.co.uk or call 01962 679048.

2.3. To find out if you're eligible, you can conduct a survey on our website: utilita.co.uk/save-energy/eco-scheme. We will contact you within 7 days to discuss your survey answers and next steps on your eligibility assessment.

2.4. As part of your eligibility assessment, we may either book a survey of your Home or request further details from you.

2.5. If you do not pass your eligibility assessment, you will not be able to receive Energy Efficiency Measures under the ECO scheme. If this happens, we will end this Agreement without liability to you or us.

3. Price

3.1. Provided that you meet the eligibility criteria under the ECO scheme, you will qualify for free Energy Efficiency Measures, and you will not be charged a fee for the installation services. However, you acknowledge and accept that we may still request that you provide a monetary contribution towards the ECO scheme in certain circumstances. Any amounts we request as a monetary contribution will be set out in your Energy Efficiency Plan.