

# Terms & Conditions.



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## 1. Your agreement with us

This section explains that you are entering into a legally binding agreement, describes how and when your contract starts and what to expect at the start of your journey with us.

### Definitions

**1.1** A list of all defined terms that we use is available at section 10 at the end of these Terms.

### Principal terms

**1.2** By entering into this Contract, you confirm to us that:

**1.2.1** you are a domestic customer at the time we start the supply of the Services; and

**1.2.2** you agree that you are the owner or occupier of the Premises (or you will be at the time you require the Services to start) and that you are able to enter into this Contract; and

**1.2.3** you use your Premises for domestic purposes only; and

**1.2.4** you have been given a copy of these Terms and acknowledge that we will supply our Services in accordance with these Terms; and

**1.2.5** you have not already agreed a contract to receive the supply of gas and/or electricity services with any other supplier that may conflict with this Contract.

**1.3** Your Contract starts on the earlier of either:

**1.3.1** the date you complete your Application; or

**1.3.2** when you verbally agree to receive the Services from us over the phone, ("Contract Start Date").

**1.4** The supply of the Services will start on either:

**1.4.1** a date which we have agreed with you; or

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

**1.5** If you change your mind about using our Services, please note that you have a 14-day cooling off period to cancel the Contract ("Cool Off Period"). This Cool Off Period starts from the Contract Start Date (see clause 1.3 above).

**1.6** If you change your mind during the Cool Off Period, you can cancel the Contract by signing and returning the cancellation form enclosed with your welcome book to the Customer Care Team (see contact details in the definitions section). Alternatively, you can call the Customer Care Team.

**1.7** If you notify us within the Cool Off Period, your Contract will be cancelled from the date that we receive your request or cancellation form. We will not supply any Services to your Premises from this date. However, you will be responsible and need to pay for any Services that you may receive during the Cool Off Period.

**1.8** These Terms must be read in conjunction with our Codes of Practice. To find out more information about our Codes of Practice, please visit our website: [www.utilita.co.uk/help/codes-of-practice](http://www.utilita.co.uk/help/codes-of-practice). We may change and/or update our Codes of Practice from time to time without notifying you.

**1.9** These Terms must be read in conjunction with our Policies. To find out more information about our Policies, please visit our website: [www.utilita.co.uk/contact/policies](http://www.utilita.co.uk/contact/policies). We may change and/or update our Policies from time to time without notifying you.

## 2. Starting your supply with us

This section explains when and how we will begin supplying Services to you.

**2.1** We need to understand your current meter reading(s) as part of the Services we will be providing to you. To help us, we recommend that you provide us with a meter reading(s) on or before your Supply Start Date. You can give this to us by contacting our Customer Care Team. If you do not give a meter reading to us, then we may either estimate a reading, or ask one of our representatives to visit your Premises to take a meter reading. You agree to allow one of our representatives to visit your Premises for the sole purpose of taking a meter reading. You also agree to ensure that the Premises are in a safe condition to allow us or one of our representatives to perform the meter reading safely.

### Switching supply to Utilita:

**2.2** We aim to complete the transfer of supply from your existing energy supplier as soon as possible from the Contract Start Date. If you have not given us the information that we need, the switch may be delayed. If your existing energy supplier objects to the switch to Utilita, your Contract will still exist and we will work with your existing energy supplier to try to complete the switch of supply for you.

**2.3** We do not guarantee that it is possible to switch from your current energy supplier to Utilita. If we cannot make the switch for any reason, we will contact you to tell you, and we will end your Contract.

**2.4** Whether or not you leave the Premises, if you change your energy supplier to Utilita, you still have to pay all unpaid sums owed against your account with your existing energy supplier.

**2.5** If you are a Prepayment Customer with an existing debt on your account, we may be able to switch your supply to Utilita under the Debt Assignment Protocol. You would then be responsible for paying Utilita for any debt which transferred from your previous energy supplier to Utilita.

**2.6** If you have a credit account and we have agreed to accept your debt, we will transfer the debt onto your new account. Any payments you make to us, will be split between any unpaid sums owed and ongoing energy usage we supply.

**2.7** To find out more about switching to Utilita and how this impacts you, please visit our dedicated switching webpage [www.utilita.co.uk/help/switching-to-utilita](http://www.utilita.co.uk/help/switching-to-utilita)

#### **Switching supply to Utilita under the Supplier of Last Resort ("SoLR") process:**

**2.8** In some circumstances, your supply may be switched to us due to your existing energy supplier ceasing to trade or losing its licence to supply gas and/or electricity. In these circumstances, we may have given some commitments to OFGEM as part of your switch to us. Where we provide any commitments to OFGEM, we agree to apply them to your Contract which could include applying any credit balance that you had with your previous energy supplier to your new account with us.

**2.9** As part of the SoLR process, we may also agree with the administrators (the people who manage a failed company as part of any insolvency proceedings) to recover any outstanding debt that you may have had with your previous energy supplier prior to your switch to us.

**2.10** Once you have transferred to us under the SoLR process, if you are either a Credit Customer or you otherwise had an outstanding debt with your previous energy supplier, we will issue you with a Final Bill in relation to your supply with your previous energy supplier.

**2.11** If you choose not to stay with Utilita as part of the SoLR process, we may still issue you with a Final Bill in relation to your supply with your previous energy supplier if you are a Credit Customer.

**2.12** The Final Bill will set out whether you are in debt (you owe money) or in credit (an amount payable by us to you) in relation to your supply with your previous energy supplier:

**2.12.1** If you are in debt, we will seek to recover this amount from you. If you switched to us under the SoLR, we may apply the debt amount to your account and recover the amount in accordance with these Terms.

**2.12.2** If you are in credit, we will seek to provide you with a refund. If you stay with us following the SoLR process, we may apply the credit amount to your account with us. This will be used to pay for energy that we supply to you even if you only stay with us for a short amount of time.

#### **Switching supply from Utilita:**

**2.13** If you wish to change energy supplier and move away from Utilita, all you need to do is contact the energy supplier you wish to switch to and ask them to transfer your supply.

**2.14** Your new energy supplier will be responsible for completing the transfer of supply from Utilita

**2.15** We do not guarantee that it is possible to switch from Utilita to another energy supplier. We may object to your transfer request if you are a Prepayment Customer with an existing debt on your account. However, we may be able to agree to your switch if your new energy supplier agrees to take on responsibility for your debt under the Debt Assignment Protocol. You would then be responsible for paying your new energy supplier for any debt which transferred from Utilita to your new energy supplier.

**2.16** To find out more about switching from Utilita and how this impacts you, please visit our dedicated switching webpage [www.utilita.co.uk/help/switching-to-utilita](http://www.utilita.co.uk/help/switching-to-utilita)

#### **Pricing and Tariffs:**

**2.17** We will give you details of our current prices as part of your Application.

**2.18** We provide our tariffs and eligibility details on our website at [www.utilita.co.uk/help/our-tariffs](http://www.utilita.co.uk/help/our-tariffs). You can also contact our Customer Care Team (see contact details in the definitions section) for further information. We may change our tariffs and the eligibility requirements from time-to-time.

**2.19** We will charge you VAT at the applicable rate for all Services we supply.

### 3. Your smart meter

Our service is designed around the use of Smart Meters. This section explains how we install and manage a Smart Meter at your Premises and how data is collected.

If you do not have a Smart Meter, you can continue to use your existing metering equipment until a Smart Meter is installed. Subject to any regulatory requirements requiring us to install a Smart Meter at your Premises, we will supply our Services to you through your existing metering equipment.

The obligations and responsibilities set out in these Terms apply to both Smart Meters and existing metering equipment.

#### Installing a Smart Meter:

**3.1** If you do not have a Smart Meter at your Premises, or we cannot operate the meter you do have, either we or our representatives may install a Smart Meter at your Premises.

**3.2** We will arrange an appointment with you for the installation on a day which is convenient for you. If you cancel on the day of the appointment, we may charge you for the costs incurred as a result of your cancellation.

#### Looking after your Smart Meter:

**3.3** Your Smart Meter is owned by us or our representatives. You are responsible for looking after your Smart Meter and for keeping all pipes, fittings and other applicable equipment in good working order. You agree not to remove or damage, or allow anyone else to remove or damage, the Smart Meter or any other metering equipment (including the communications equipment, keypad or in-home display) at your Premises. If you notice any damage or tampering of your Smart Meter, you must tell us straight away. We may charge you for the costs of repairing or replacing your Smart Meter or any other damaged equipment (including but not limited to replacement top up cards or in-home displays) where it has not been looked after properly by you.

**3.4** We may be able to repair or update your Smart Meter, or change it to prepayment mode, remotely without the need to visit your Premises in person. If we are unable to do so, we will arrange an appointment with you at a time which is convenient to you (except in emergency situations) to attend your Premises.

#### Collecting data from your Smart Meter:

**3.5** Your Smart Meter will record data about your energy usage and technical data from the meter and send the data to us. We will collect monthly data automatically and you do not need to do anything. We will charge you for your energy using

information about your usage collected from your Smart Meter(s). If we cannot access data from the Smart Meter(s), we may need to estimate your usage.

**3.6** The Smart Meter records data half-hourly or more frequently. We would like to use this data in order to ensure we minimise the costs of energy but can only obtain it with your consent. You can give us consent when you enter into this Contract or at any other time whilst we supply you. If you give us your consent, we will collect this half-hourly (or more frequent) data until and unless you subsequently tell us not to.

**3.7** We are permitted under our licence to collect a monthly meter reading without your consent. We will collect daily meter readings unless you ask us not to.

**3.8** We will remind you at intervals what data collection frequency you have chosen and how you can change this if you want to. If you do not tell us to make a change, we will continue to use your existing choice.

**3.9** If you do not have a Smart Meter or we cannot connect to your Smart Meter to collect data, you will need to continue to provide us with meter readings at regular intervals or upon our request. Alternatively, we may send a representative to manually take your meter readings. Please note that we are required to take a manual meter reading at your Premises on a regular basis under our Licence. We will contact you when we plan to visit your Premises to take a manual meter reading(s).

#### Communicating with your Smart Meter:

**3.10** We always aim to place you onto the tariff according to your payment method as set out on your Tariff Information Sheet. However, if you have or we install a Smart Meter, but we are unable to communicate with it for reasons outside of our control, e.g. your location, then we may not be able to place you on the agreed tariff. In this happens, we will place you onto a temporary standing charge "No WAN" tariff which will be as close as possible to your tariff whilst we undertake immediate steps to resolve the issue.

### 4. Using and paying for services

You agree to pay us for the Services that you use. This section explains how we charge for our Services, how you can pay us and how we deal with payment difficulties. This section also explains what action we can take where you have any outstanding Bills or where we reasonably suspect you have tampered with the metering equipment, used energy without paying for it or where we have concerns over your energy use.

### **Prepayment services:**

**4.1** Where you choose to be a Prepayment Customer, you can top up your meter using the top-up card (or e-card) that we supply to you via a range of options which are described in more detail in our Code of Practice on Paying for your Energy at [www.utilita.co.uk/help/codes-of-practice](http://www.utilita.co.uk/help/codes-of-practice)

### **Payment after receiving a Bill:**

**4.2** If you choose to receive a Bill for payment, you must pay by the date set out on the Bill. We will usually issue Bills monthly. Details on how often we issue Bills and how you can pay a Bill are set out in our Code of Practice on Paying for Your Energy at [www.utilita.co.uk/help/codes-of-practice](http://www.utilita.co.uk/help/codes-of-practice)

### **Using our Apps to monitor your balance and pay for your Services:**

**4.3** You may use our Apps to review your account information and pay for the Services. Before using our Apps, you will be asked to accept additional terms and conditions. Please refer to [www.utilita.co.uk/terms](http://www.utilita.co.uk/terms) for further information.

We offer additional, optional services with our Apps which will require you to consent to half-hourly data in order for us to be able to provide these optional services.

### **What to do if you are struggling to pay for our Services:**

**4.4** If you have any difficulty in making payments for our Services or believe that you will have difficulty, you should contact us as soon as possible to explain your position so we can work with you to try and help you. If you or anyone you live with, has, or could have, special or priority needs, it is even more important that you contact us as soon as you get into payment difficulties.

**4.5** If you are struggling to pay for our Services, we will provide you with additional payment options to help support you at no extra cost to you, including:

**4.5.1** Providing you with an alternative method to pay your Charges for the Services by:

- (a) allowing us, where possible, the option of deducting the relevant amounts from any social security benefit that you currently receive (see below Code of Practice on Difficulties Paying for further information);
- (b) setting up regular and reasonable payment instalments (including by Direct Debit) (e.g. weekly or monthly), suitable to your situation, which is not through the use of a Smart Meter in prepayment mode;
- (c) where you are not a Prepayment Customer, installing a Smart Meter in prepayment mode, or switching your current Smart Meter

to prepayment mode, so long as it is safe and reasonably practicable for you; and

**4.5.2** Providing you with energy efficiency information to help you reduce your Charges for the Services by helping you to reduce the amount of energy you use at your Premises.

**4.6** You can find more information on how we deal with payment difficulties in our Code of Practice on Difficulties Paying which you can find at [www.utilita.co.uk/help/codes-of-practice](http://www.utilita.co.uk/help/codes-of-practice)

### **Delays in payment:**

**4.7** If you do not pay for our Services by the payment due date, we may incur additional costs related to recovering the payment from you, which we will pass on to you. We may ask you to pay for our Services by an alternative method (see clause 4.5 for further details).

**4.8** If you dispute a Charge, please let us know as soon as possible. You are responsible for paying any undisputed Charges.

**4.9** If you are late in making a payment (including any missed Direct Debit payments), we may impose a late interest charge at a rate of 4% above our nominated high street bank base rate.

**4.10** If you have more than one energy account with us, we may use money paid to one account to pay off outstanding money owed to us on your other accounts.

### **If you fail to pay your Charges:**

**4.11** In addition to our rights above (see "Delays in payment" section), if you do not pay for our Services by the payment due date, we may:

**4.11.1** change your payment method (which may result in an increase in the price you pay for our Services) which can lead to us, where safe and practicable for you;

(a) installing a Smart Meter at your Premises in prepayment mode if you do not already have one; and/or

(b) switching your meter to prepayment mode if you already have a Smart Meter installed at your Premises;

**4.11.2** add the outstanding amount that you owe us to your next Bill including any additional fees;

**4.11.3** object to you switching to another energy supplier unless you meet the requirements of the Debt Assignment Protocol (see clause 2.6);

**4.11.4** suspend our Services in accordance with clause 6.6.1 of these Terms;

**4.11.5** engage third-party debt collection agencies in order to recover the outstanding balance; and/or

**4.11.6** commence legal proceedings against you through the courts to recover the outstanding balance.

**4.12** If we incur any additional costs as a result of any of the actions set out under clause 4.11 above, you will be responsible for these costs.

**4.13** Where necessary, we will notify you in writing if we perform any of the above actions.

**If we owe you any amounts:**

**4.14** If we owe you any amounts under your Contract, then we will apply these amounts against any amounts that you owe us.

**Final Bill (Credit Customers only):**

**4.15** If you switch your supply to a new energy supplier or move to a new home, we are responsible for providing you with a Final Bill. This can either be a debit (an amount payable by you to us) or a credit (an amount payable by us to you).

**4.16** Unless you have a communicating Smart Meter installed at your Premises on or before the date of your switch to your new energy supplier, you will need to provide us with final meter readings in order for us to check and then issue you with a Final Bill. Subject to the above, we will take all reasonable steps to send you a Final Bill within 6 weeks from the date you successfully switch from us to a new energy supplier. If you do not provide us with final meter readings after a reasonable amount of time, we may issue you with a Final Bill based on estimated final meter readings.

**4.17** If, having already sent you a Final Bill, we receive any information which amends or changes the Final Bill, we will issue you with a new Final Bill as soon as practicable. You agree and accept that if we have to issue you with a revised Final Bill, you may need to pay an additional debit amount to us, or we may need to pay an additional credit amount to you.

**Revenue protection and illegal use:**

**4.18** Any action or attempt by you to amend or bypass any metering equipment, misuse a prepayment meter, consume energy without paying for it, or use the supply of energy for fraudulent or otherwise illegal activities may constitute a criminal offence.

**4.19** If we suspect or become aware of any inappropriate behaviour or an allegation an offence may have been committed, we will investigate these allegations and will act in accordance with our regulatory requirements.

This may include passing information about you to the police or other appropriate third parties.

**4.20** Where we undertake revenue protection activities, this may result in extensive charges being applied to your account including (but not limited to) the cost of any investigation, warrants and associated costs, and the costs of any subsequent legal proceedings against you.

**4.21** You can find out more information about our revenue protection activities by reading our Paying for your Energy Code of Practice at [www.utilita.co.uk/help/codes-of-practice](http://www.utilita.co.uk/help/codes-of-practice)

## 5. Managing your account

This section explains how we will operate your account on a day-to-day basis, and how we will engage and interact with you.

**5.1** You are responsible for ensuring the information you have given us is accurate and up to date. We ask you for an email address in your Application, and we will use this to contact you (including as a means to serve formal notices to you) unless you ask us to use an alternative email or other form of communication. We may also communicate via SMS or social media where appropriate.

**5.2** If you do not want us to contact you electronically, for example, because you do not have or cannot use email, please tell our Customer Services Team who will update your account preferences.

**5.3** You are responsible for ensuring that you, and your household, co-operate with us in the supply of the Services, and comply with the requirements in these Terms.

**Your Priority Needs:**

**5.4** If you have special or priority needs, then we recommend that you let us know either by calling our Customer Care Team or by writing to us at our address below. We publish a series of guides that may be applicable to your circumstances which you can access on our website at [www.utilita.co.uk/help](http://www.utilita.co.uk/help)

**5.5** We will only offer these priority services where we are informed and you give us consent to include your details on our confidential register of customers with special or priority needs. This enables us to respond appropriately to your needs.

**If we need to visit you:**

**5.6** You agree to allow us, our representatives, the network operator or any other authorised person, to have access to your Premises at any time in an emergency, or where there is danger to people or property or where any statutory rights are being enforced, and at other times on reasonable notice

to install, inspect, monitor, repair, replace, renew, operate or disconnect your Smart Meter or other metering equipment. Please ensure that it is easily accessible when we or our representatives visit.

**5.7** We may also need to visit you to work on your meter if you report any fault or problem with the meter to us.

**5.8** We may need to visit and enter your Premises when we need to access any meter or equipment in relation to the Services. We follow clear and strict site attendance procedures and require our representatives to do the same when visiting our customers' homes. For further information on what happens when we need to access your Premises and the security measures we have in place, please read our Code of Practice on Arrangements for Site Access at [www.utilita.co.uk/help/codes-of-practice](http://www.utilita.co.uk/help/codes-of-practice)

#### **Changes to your Contract:**

**5.9** From time to time, we may need to make changes to your Contract, including these Terms. We will publish changes online, or in other communications with you. Where we can do so and you have not told us this is not suitable for you, all such communications will be given electronically.

**5.10** If we seek to make any changes to your Contract to your disadvantage (such as increasing our prices), we will give you written notice within a reasonable amount of time in advance of the change (not less than 7 working days), explaining the reason for the change, when it will take effect and the impact on you. Where we give you notice of a price change, we will only apply that change from the date we have told you.

**5.11** If, following a notice, you wish to cancel your Contract, and we receive notice to switch energy suppliers within 20 working days of the change taking effect, we will treat the proposed change as ineffective. If you are a Credit Customer, we will not apply the change in the period before you complete the switch to your new energy supplier provided that your new energy supplier takes over your supply within a reasonable period of time. If you are a Prepayment Customer, we may apply the change before you complete the switch but will refund you an amount equal to the amount your price has increased following the price change.

**5.12** If you have an outstanding debt, we may prevent your proposed switch to a new energy supplier and tell you this is the case. If you pay your outstanding debt within 30 working days of us telling you and then switch your supply to a new energy supplier within a reasonable period of time, we will treat the proposed change as ineffective.

#### **Queries on your account and what to do if you are unhappy with our Services**

**5.13** We try to provide an excellent service but recognise that you may not always be happy with us or our Services. A copy of our complaints handling procedure can be accessed at [www.utilita.co.uk/contact/complaints](http://www.utilita.co.uk/contact/complaints)

**5.14** This will give you further information about our timescales for dealing with complaints and what you can do if you are not satisfied with our handling of your complaint, including contact details for the Energy Ombudsman where your complaint relates to the supply of energy.

#### **Your conduct and behaviour**

**5.15** We are committed to treating you fairly and delivering on our core values including (without limitation) trust and respect for you and our staff.

**5.16** We operate a zero-tolerance policy to our staff being threatened or abused for any reason, whether in person, over the phone or through any form of electronic communication or social media. Our staff have the right to go about their duties in a way which is free from any form of harassment, discrimination, threats, abuse or unreasonable demands. A copy of our "Unacceptable Behaviour Statement" is available at [www.utilita.co.uk/contact/policies](http://www.utilita.co.uk/contact/policies)

**5.17** This will tell you about our approach to handling any form of unacceptable behaviour you may show towards our staff.

**5.18** If you show any behaviour which we reasonably believe to be unacceptable, unlawful or which may place our staff at risk, we reserve the right to take appropriate action which may include any one or more of the following, without limitation:

**5.18.1** reporting the incident to the Police;

**5.18.2** asking you to stop the applicable behaviour;

**5.18.3** refusing to provide you access to any other of our products and services;

**5.18.4** applying additional charges, for example to send a second person to an appointment;

**5.18.5** withdrawing/suspending the Services;

**5.18.6** terminating your Contract.

## 6. Ending your supply with us

From time to time, it may be necessary to stop temporarily or permanently supplying Services to you under this Contract. This section explains the circumstances in which we and you are able to bring the Contract to an end.

### If you wish to end or cancel your Contract:

**6.1** If you wish to cancel this Contract you must give us notice to do so. You can contact us via email, our website or by calling the Customer Care Team.

**6.2** If you are moving to a new home, you must tell us at least 2 working days before you move and, if you are not a Prepayment Customer, provide us with a closing meter reading on the day you vacate the property. If you have a communicating Smart Meter, we may take your closing meter reading remotely if you have consented to daily or half-hourly data collection. If you do not give us an accurate meter reading, you may be required to pay us the difference between the estimated bill and the corrected bill, should we later receive a meter reading.

**6.3** If you do not tell us that you are moving to a new home, you may be held responsible for paying for energy supplied to the Premises until and unless we receive a formal change of tenancy notice.

**6.4** If you wish to switch to a different energy supplier, your Contract will continue until the switch is completed. We have the right to object to your switch for a number of reasons under our Licence including (but not limited to):

**6.4.1** preventing a mistake by another energy supplier;

**6.4.2** if you confirm you have not entered into a contract with a new energy supplier; or

**6.4.3** where there are Charges due to us under your account which have remained outstanding for 28 days following our written request for payment.

**6.5** Even if you have cancelled this Contract or left the Premises, you will remain liable for any energy you have consumed, and any unpaid sums owing on your account, including emergency and/or friendly credit and/or discretionary credit which has not been repaid. We may take reasonable steps to locate you and recover any sums owed to us after you have cancelled the Contract, and we may charge you additional sums to cover our costs to do so.

### If we wish to suspend or cancel the Contract:

**6.6** Sometimes we have to stop or restrict the supply of Services, or we may refuse to supply our Services under this Contract, where:

**6.6.1** you have not paid for the Services that you are receiving from us, and are refusing to engage with us to address non-payment, including allowing the installation of a Smart Meter in prepayment mode;

**6.6.2** we determine that you are not carrying out your responsibilities under these Terms in any way or you otherwise break these Terms (including our Codes of Practice and our Policies);

**6.6.3** we are required to cut-off your supply under any of the utility industry arrangements under which we are operating;

**6.6.4** there is danger to the public or property if we continue with the supply of energy to you or your Premises;

**6.6.5** you demonstrate, or we receive a report of, any behaviour which we consider to be unreasonable, unacceptable, unlawful or which may place our staff, our representatives or other persons at risk (see "Your conduct and behaviour" under section 5 for further details);

**6.6.6** in any circumstances permitted under the terms of our Licence, or in law or regulation.

**6.7** Except in an emergency, we will try to work with you to minimise the interruption in the supply. If the suspension of the supply of Services is temporary, we will explain that to you. If the suspension is not temporary, we may cancel the Contract immediately.

**6.8** We may cancel this Contract immediately if you are no longer the owner or occupier of the Premises or Ofgem or another relevant authority directs another supplier to supply energy to the Premises.

**6.9** We may cancel this Contract at any time by giving you at least 3 months' notice in writing. Unless you have told us otherwise, this notice may be issued by email.

**6.10** If we lose our Licence to supply Services to you, either you or we can cancel this Contract immediately.

**6.11** Termination of this Contract will not affect any existing rights or obligations that you or we may have as set out in these Terms or as otherwise made available to each of us under our Licence and all applicable laws and regulations.

**6.12** If you switch to another supplier, we will automatically refund any unused credit on your prepayment meter if you pay by prepayment. If you are a Credit Customer or pay by Direct Debit, any unused credit balance on your account will be included in your Final Bill and a refund issued if necessary.

**6.13** You agree that we may transfer Charges, credit or information relating to your energy to a new energy supplier in accordance with all applicable laws and regulations, including to enable us to manage any outstanding payments owed to us.

## 7. Optional provisions

### Fixed Term Contract Supplemental Terms

**7.1** We may offer you the option of a contract for Services for a specified period of time ("Fixed Term Contract"). If so, and you would like to choose this, you will be asked to accept additional terms and conditions which will be provided to you as part of your application and which would then form part of your Contract.

### Green Deal Supplemental Terms – only applies to customers on the Green Deal

**7.2** The Green Deal is the UK Government's initiative to give domestic consumers the opportunity to make energy-saving improvements to their homes ("Green Deal"). Utilita is a Green Deal supplier.

**7.3** If you would like to be part of our Green Deal, you will need to sign up to our terms and conditions for the Green Deal. You can find further information on the Green Deal by visiting our website: [www.utilita.co.uk/terms](http://www.utilita.co.uk/terms) or by contacting our Customer Care Team.

## 8. Additional information

### Standard terms of connection for the supply of electricity only

**8.1** 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.

**8.2** You agree that under this Contract we are supplying you with electricity and that we are acting on behalf of your local Electricity Distribution Network Operator to agree with you a connection to the electricity distribution network. This Contract does not give you a legal right to have electricity delivered. The agreement is between you and the network operator and is subject to the National Terms of Connection ("NTC").

**8.3** 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](http://www.connectionterms.co.uk)

## 9. General terms

### Our Liability to You

**8.4** We do not limit our liability to you for death or personal injury arising out of our negligence or fraudulent misrepresentation. Your statutory rights are unaffected.

**8.5** We are only responsible for foreseeable loss or damage that is caused by our failure to comply with these Terms or the Contract we have with you, or where we do not use reasonable skill and care. If you suffer loss as a result of our failure under these Terms or the Contract, 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.

**8.6** Except for liability as set out above, we are not responsible for:

**8.6.1** any 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;

**8.6.2** any indirect, special or consequential losses you may suffer, including but not limited to any loss of profit, loss of income, loss of opportunity, loss of contract or goodwill or any other business losses or disruption to business activities carried out at the Premises.

**8.7** If we cannot supply the Services to you because of a third-party provider (such as the network operator) our total liability to you is limited to the amount that we recover on your behalf from that third party.

### Managing Personal Information

**8.8** We collect data about you, your household, and your meter so we can provide the 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](http://www.utilita.co.uk/terms). Alternatively, you can request a hard copy by contacting our Customer Care Team.

### Additional terms relating to this Contract

**9.1** Sometimes we are required by law or regulation to transfer your Contract with us to another supplier without getting your consent, for example, if OFGEM tells us to do so or we lose our Licence. If we lose our Licence, it is expected that your supply will switch to another energy supplier under the SoLR process.

**9.2** We may give any notice or other communication to you under or in connection with these Terms or your Contract in writing which may be delivered by post or email. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of alternative dispute resolution.

**9.3** Your Contract with us is personal to you, and you are not entitled to transfer it to another person without our written agreement.

**9.4** We may transfer or subcontract all or any part of our obligations to a third party who holds appropriate authorisation, and your rights will not be affected. If you have paid an advanced payment this will also be transferred.

**9.5** Nothing in this Contract affects any statutory rights you may have under law.

**9.6** If any part of this Contract is found to be invalid or unenforceable by any competent authority, this will not affect the validity of the remaining provisions of the Contract.

**9.7** We can enforce any rights and obligations under this Contract even if there is a delay in doing so.

**9.8** 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. If the address of the Premises is in Scotland, your statutory rights are not affected.

## 10. Definitions and interpretation

**10.1** In this Contract, these words have the following meanings:

**Application:** means our application for the supply of Services which can be completed either in person, over the phone or online via our website.

**Apps:** means any of our applications available on your mobile and/or smart devices which allows you to view and manage aspects of your account with us, including payment of your Bills.

**Bill(s):** means an invoice or a demand for payment or any other instrument of the same or similar character and purpose which sets the total amount of money you owe for the Services provided to you under your Contract.

**Charges:** means any and all amounts that you owe to us in relation to the Services provided to you under your Contract (including, but not limited to, a Bill).

**Contract:** means these Terms, your Application, the Tariff Information Sheet, and any promotional offers that we make available to you from time to time.

**Codes of Practice:** means our guidance and information sheets available at: [www.utilita.co.uk/help/codes-of-practice](http://www.utilita.co.uk/help/codes-of-practice) which explain the supply of Services in more detail.

**Contract Start Date:** means the earlier of either:

- the date you complete your Application; or
- when you verbally agree to receive the Services from us over the phone.

**Credit Customer:** means a customer who pays for the Services after we have provided the Services.

**Customer Care Team:** means our team dedicated to assisting you with any queries relating to your Contract and the supply of Services to your Premises. You can contact us by email: [customerservices@utilita.co.uk](mailto:customerservices@utilita.co.uk) or by phone: **0345 207 2000**.

**Debt Assignment Protocol:** means the process designed to assist Prepayment Customers, who are in debt with their existing energy supplier, transfer their supply and their debt to a new energy supplier.

**Electricity Distribution Network Operator:** means the company licensed to distribute electricity in your local region within the United Kingdom.

**Final Bill:** means the document we send to you if you are a Credit Customer setting out the total amount of money you owe for the Services provided to you under your Contract.

**Green Deal:** means the United Kingdom's Government initiative to give you the opportunity to make energy-saving improvements to your Premises.

**Licence:** means OFGEM's standard conditions of gas supply licence and/or standard conditions of electricity supply licence which we are required to adhere to in relation to the Services.

**OFGEM:** means the Office of Gas and Electricity Markets.

**Premises:** means premises at which the supply of gas and/or electricity is taken wholly or mainly for a domestic purpose.

**Prepayment Customer:** means a customer who pays for the Services before we provide the Services.

**Privacy Information Notice:** means our privacy information notice detailing how we process your personal data.

**Services:** means the supply of gas and/or electricity to your Premises.

**Smart Meter:** means either an electricity and/or gas meter, together with associated communications equipment and an in-home display, which automatically informs us how much gas and/or electricity you use in real-time. Smart Meters can be installed in and/or switched to different payment modes: prepayment mode (meaning you pay for your energy before we supply it to you) or credit mode (meaning you pay for your energy after we supply it to you).

**Supplier of Last Resort or SoLR:** means the procedure set up by OFGEM to ensure that where an energy supplier is no longer able to supply energy services, any affected domestic customers are transferred to an energy supplier appointed by OFGEM to guarantee continuity of supply of energy.

**Tariff Information Sheet:** means the document which contains your agreed prices and payment method in relation to the Services.

**Terms:** means these terms and conditions.

**Utilita:** means Utilita Energy Limited, a company registered in England and Wales under company registration number: 04849181, whose registered office is at Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh SO53 3QB, and with VAT number: 823818422.

Any use of the terms "**We**", "**Our**" or "**Us**" shall be a reference to Utilita.

Help centre  
[www.utilita.co.uk/help](http://www.utilita.co.uk/help)

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Customer care  
**03303 337 442**

8:00am - 8:00pm Mon - Fri  
8:00am - 5:00pm Sat

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Lost supply  
**03452 068 999**

8:00am - 10:00pm everyday



Electrical emergency  
or power cut?

**Call 105**

(24 hours a day)



Smell gas or suspect  
a gas leak?

**Call 0800 111 999**

(Immediately)