

# Terms and Conditions



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## 1. Your agreement with us

This section explains that you are entering into a legally binding contract. It describes how and when this **contract** starts and what to expect while it is in force.

### Definitions

Wherever the following words and phrases appear in bold type in this **contract**, they have the meanings shown below.

**Application:** The application form you must fill in if you want **us** to supply the **services**. You can do this in person at one of **our energy hubs**, over the phone or on **our** website.

**App:** Any of **our** applications that you can download on your smart phone or tablet to view and manage your account with **us**, including paying your **bills**.

**Assign:** To transfer rights we have under this **contract** to a third party. When we assign this **contract**, it allows for the benefit (and not the burden) of this **contract** to be transferred to another party.

**Bill:** An invoice or a demand for payment or any other document which sets out the total amount you owe for the **services we** provide under this **contract**.

**Charge:** Any amount you owe **us** in relation to the **services** supplied under this **contract**.

**Contract:** These **terms**, your **application**, the **tariff information sheet**, and any promotional offers that **we** make available to you.

**Codes of practice:** Our guidance and information sheets which explain, in more detail, how **we** will supply the **services**. You can read **our codes of practice** at: [www.utilita.co.uk/help/codes-of-practice](http://www.utilita.co.uk/help/codes-of-practice)

**Credit customer:** A customer who pays for the **services** after **we** have provided them.

**Customer care team:** Our team of customer services staff who are dedicated to helping you with any queries you have about this **contract** or the **services**. You can contact **us** by emailing [customerservices@utilita.co.uk](mailto:customerservices@utilita.co.uk) or phoning 0345 207 2000.

**Debt assignment protocol:** The process designed to help **prepayment customers** who are in debt with their existing energy supplier transfer their supply, and their debt, to a new energy supplier.

**Deemed contract:** A contract for the supply of gas or electricity where the customer has not agreed a contract with the energy supplier. The terms and conditions for our deemed contracts are the same as these terms.

**Discretionary credit:** Extra credit support that may be available to customers who are in a vulnerable situation.

**Electricity distribution network operator:**

The company licensed to distribute electricity in your local region.

**Emergency credit:** £15 of additional credit that **we** make available to **our prepayment customers** when they run out of credit, or their prepayment **meter** is running low.

**Energy hub:** **Our** retail stores, throughout Great Britain, where people from the local community can go for energy advice and to top up their prepayment **meter**. For more information about **our** energy hubs, visit [www.utilita.co.uk/energy-hub](http://www.utilita.co.uk/energy-hub)

**Final bill:** The document **we** send you setting out the total amount you owe for the **services we** have provided under this **contract**. If you transferred to **us** under the **SoLR** process, this is the document **we** send you in relation to your supply with your previous energy supplier, setting out the total amount you owe for the **services** they provided to you before you transferred to **us**.

**Friendly credit:** If you run out of credit on your prepayment **meter** or your **meter** is running low, **we** will make sure you do not lose your energy supply at the **property** between 2pm and 10am.

**Legacy meter:** A traditional meter which energy suppliers cannot communicate with or access remotely. Legacy meters have set payment modes and can either be set in prepayment mode (meaning you pay for your energy before **we** supply it) or in credit mode (meaning you pay for your energy after **we** supply it). Legacy meters cannot switch payment modes.

**Licence:** The licence, issued by **Ofgem**, which allows **us** to supply gas or electricity. **We** must keep to the conditions of **our licence** when providing the **services**.

**Meter:** Any meter including **legacy meters** and **smart meters**.

**Ofgem:** The Office of Gas and Electricity Markets. **Ofgem** is the energy regulator for Great Britain.

**Prepayment customer:** A customer who pays for the **services** before **we** provide them.

**Privacy information notice:** The document which explains how **we** process your personal information. You can read **our** privacy information notice at [www.utilita.co.uk/terms](http://www.utilita.co.uk/terms)

**Property:** The property **we** provide the **services** to.

**Services:** The supply of gas or electricity (or both) to your **property**, totally or mainly for domestic purposes.

**Smart meter:** A meter, together with associated communications equipment and an in-home display, which automatically tells **us** how much gas or electricity (or both) you use in real-time. Smart meters have two payment modes – prepayment mode (meaning you pay for your

energy before **we** supply it) and credit mode (meaning you pay for your energy after **we** supply it). The payment mode can be set when the meter is installed and can be changed at any time if this is appropriate or necessary while this **contract** is in force.

**Subcontract:** To arrange for a third party to carry out our obligations under this **contract**.

**Supplier of last resort (SoLR):** The procedure set up by **Ofgem** to make sure that if an energy supplier is no longer able to supply energy services, any affected domestic customers are transferred to a different energy supplier, appointed by **Ofgem**, to guarantee there is no interruption to their energy supply.

**Tariff information sheet:** The document which contains your agreed prices and payment method for the **services**.

**Terms:** These terms and conditions.

**We (us, our):** Utilita Energy Limited, a company registered in England and Wales under company registration number: 04849181. **Our** registered office is at Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh, SO53 3QB. **Our** VAT number is 823818422.

## Main terms

1.1 By entering into this **contract**, you are confirming that you:

1.1.1 are a domestic customer at the time **we** start to supply the **services**;

1.1.2 are the owner or occupier of the **property** (or you will be on the date you want the **services** to start) and are legally entitled to enter into this **contract**;

1.1.3 use the **property** for domestic purposes only;

1.1.4 have been given a copy of these **terms** and acknowledge that **we** will supply the **services** in line with them; and

1.1.5 have not already entered into a contract to receive gas or electricity **services** with any other supplier that might affect this **contract**.

1.2 This **contract** starts on the date you:

1.2.1 submit your **application** to **us**; or

1.2.2 agree over the phone to receive the **services** from **us**;

whichever is earlier. This is the **contract start date**.

1.3 **We** will start to supply the **services** on either:

1.3.1 a date **we** have agreed with you; or

1.3.2 if a **meter** or junction box needs to be connected before the **services** can start, the date the **meter** or junction box is actually connected.

This is the **supply start date**.

1.4 **We** may ask you to provide proof of your identity and address before **we** can supply the **services** to you under this **contract**.

1.5 If **we** are concerned about whether you will be able to pay your bills, **we** may ask for your permission to carry out a credit check to help **us** check that you are likely to be able to keep up with your payments for the **services**. **We** may do this whether you are a new or existing customer. If you do not give **us** permission to carry out a credit check, **we** will put your **meter** into prepayment mode and **we** may not allow you to be put into credit mode. If **we** carry out a credit check, it may affect your credit score.

1.6 If **we** are concerned about whether you will be able to pay your bills, **we** may also ask you for an advanced payment. This will be an amount based on the first three months of your forecasted estimated energy costs from your **supply start date**. If **we** ask for an advanced payment, **we** will hold it on your account to use against your future **charges** (if this is necessary). **We** will return the advanced payment to you (or what's left of it if **we** have had to use it against your **charges**) after 12 months. If there is only a small amount left, **we** will add it to your account as a credit.

1.7 If you do not make the advanced payment as requested before **we** begin to supply the **services** to you, **we** may cancel this **contract**.

1.8 If you do not make the advanced payment as requested and **we** have already started to supply the **services** to you, **we** may decide to switch you to prepayment mode or prevent you from switching from prepayment mode to credit mode. If you want to switch to a different supplier, you will have to pay **us**, in full, for any energy you have used before you leave **us**. If necessary, **we** may object to you transferring to another energy supplier until you have paid for the energy you have used.

1.9 If you change your mind about using **our services**, you have a 14-day cooling-off period to cancel this **contract**. The cooling-off period starts from the **contract start date**.

1.10 If you change your mind during the cooling-off period, you can cancel this **contract** by calling **our customer care team** or signing and returning the cancellation form from your welcome book. (Please see the definitions section for our **customer care team's** contact details.)

1.11 If you tell **us** within the cooling-off period that you want to cancel, **we** will cancel this **contract** from the date **we** receive your request or cancellation form. If you cancel this **contract** with **us** before your **supply start date**, your energy supply will stay with your current energy supplier. If you tell **us** that you want to cancel within the cooling-off period but after the **supply start date**, you must contact your new energy supplier

to start the switching process. This process can take an additional five working days. If you do not ask a new energy supplier to take over your energy supply within 15 days of telling **us** you want to cancel this **contract**, **we** will continue to supply the **services** to you on to **our terms**. You will still have to pay for any **services** you have received during the cooling-off period and will have to pay for any energy used at the **property** until your energy supply transfers to your new energy supplier.

1.12 You must read these **terms** with **our codes of practice**. To find out more about **our codes of practice**, please visit **our** website at [www.utilita.co.uk/help/codes-of-practice](http://www.utilita.co.uk/help/codes-of-practice). From time to time, **we** may change or update **our codes of practice** without telling you.

1.13 You must read these **terms** with **our** policies. To find out more about **our** policies, please visit **our** website at [www.utilita.co.uk/contact/policies](http://www.utilita.co.uk/contact/policies). From time to time, **we** may change or update our policies without telling you.

## 2. Starting your supply with us

This section explains when and how **we** will begin supplying the **services** to you.

2.1 **We** need to know your current meter reading (or readings) in order to provide the **services** to you. **We** recommend that you contact **our customer care team** on or before your **supply start date** to give **us** a meter reading. If you do not give **us** a meter reading, **we** may either estimate a reading or ask one of **our** representatives to visit your **property** to take a reading. You agree to allow one of **our** representatives to visit your **property** to take a meter reading, and to make sure your property and the **meter** is in a safe condition to allow **us** to do this.

### Switching your supply to us

2.2 **We** aim to transfer your supply from your existing energy supplier as soon as possible after the **contract start date**. If you have not given **us** all the information **we** need, the switch may be delayed. If your existing energy supplier objects to the switch, your **contract** with **us** will continue and **we** will work with your existing energy supplier to try to complete the switch for you.

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

2.4 Whether or not you are leaving the **property**, if you switch your energy supplier to **us** you will still have to pay all unpaid amounts you owe on 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 **us** under the

**debt assignment protocol**. You would then be responsible for paying **us** for any debt which transferred to **us** from your previous energy supplier.

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 amounts that you owe on your old account and the **charges** for the **services** **we** supply.

2.7 To find out more about switching to **us** and how this would affect you, please visit **our** dedicated switching web page at [www.utilita.co.uk/help/switching-to-utilita](http://www.utilita.co.uk/help/switching-to-utilita)

### Switching your supply to us under the SoLR process

2.8 In some circumstances, your supply may be switched to **us** because your existing energy supplier has stopped trading or has lost its licence to supply gas or electricity (or both). In these circumstances, **we** may have agreed certain actions with **Ofgem** in order for your supply to switch to **us**. If so, these actions will form part of your **contract**, and 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 are managing the failed energy company as part of any insolvency proceedings) to recover any outstanding debt that you may have had with your previous energy supplier before your switch to **us**.

2.10 If you had an outstanding debt with your previous energy supplier, once you have transferred to **us** under the **SoLR** process, **we** will issue you with a **final bill** for your supply with your previous energy supplier.

2.11 If you choose not to stay with **us** as part of the **SoLR** process, **we** may still issue you with a **final bill** for your supply with your previous energy supplier.

2.12 The **final bill** will tell you whether you are in debt (you owe money) or in credit (your previous supplier owed you money, which **we** will pay to you) in relation to your supply with your previous energy supplier.

2.12.1 If you are in debt, **we** will claim this amount from you. If you switched to **us** under the **SoLR** process, **we** may apply the amount of the debt to your account and claim it back from you in line with these **terms**.

2.12.2 If you are in credit, **we** will aim to pay you a refund. If you stay with **us** following the **SoLR** process, **we** may apply the amount of credit 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 time.

## Switching supply from us

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

2.14 Your new energy supplier will be responsible for arranging for your energy supply to transfer from **us**.

2.15 **We** do not guarantee that it is possible to switch from **us** to another energy supplier. If you are in debt, **we** may object to your transfer request. If you are a **prepayment customer**, **we** may be able to agree to the 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 **us** to them.

2.16 To find out more about switching from **us** and how this would affect you, please visit **our** dedicated switching web page at [www.utilita.co.uk/help/switching-to-utilita](http://www.utilita.co.uk/help/switching-to-utilita)

## Prices and tariffs

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

2.18 **We** provide **our** current 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** for more information. **We** may change **our** tariffs and the eligibility requirements from time to time.

2.19 **We** will charge you **VAT** at the correct 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** will install and manage a **smart meter** at your **property** and how **we** will collect data from it.

If you do not have a **smart meter**, unless there are any regulatory requirements which say **we** must install a **smart meter** at your **property** before supplying the **services**, **we** will supply the **services** to you through your existing meter until **we** can install a **smart meter**.

The obligations and responsibilities set out in these terms apply to both **smart meters** and any existing meter at your **property**.

### Installing a smart meter

3.1 If you do not have a **smart meter** at your **property**, or **we** cannot use the **meter** you do have, **we** or **our** representatives may install one.

3.2 **We** will arrange an appointment with you to install the **smart meter** on a day which is convenient for you. If you cancel on the day of the appointment, **we** may charge you for any costs **we** suffer as a result.

## Looking after your smart meter

3.3 **We** (or **our** representatives) own your **smart meter**. You are responsible for looking after it and keeping all pipes, fittings and other 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 meter equipment (including the communications equipment, keypad or in-home display) at your **property**. If you notice any damage to your **smart meter** or that anyone has tampered with it, you must tell **us** straight away. **We** may charge you the costs of repairing or replacing your **meter** or any other damaged equipment (including top-up cards or in-home displays) if you have not looked after it properly.

3.4 **We** may be able to repair or update your **smart meter**, or change it to prepayment mode, without needing to visit your **property**. If **we** can't, **we** will contact you to arrange an appointment to come to your **property** to do this at a time which is convenient to you (unless it is an emergency, in which case **we** do not need an appointment).

### Collecting data from your smart meter

3.5 Your **smart meter** will record information about the energy you use and technical data from the **smart meter**. **We** will collect this automatically each month and you do not need to do anything. **We** will use the information **we** collect to charge you for the energy you have used. If **we** can't get the information **we** need from your **smart meter**, **we** may need to estimate your usage.

3.6 The **smart meter** records data on how much energy you use. It does this at regular intervals (for example, every month, every day, every half hour or every second). **We** would like to use this data to make sure **we** keep your energy costs as low as possible by only charging you for the energy you have used, but **we** can only collect some meter readings with your permission. You can give **us** permission when you enter into this **contract** or at any other time while **we** are your energy supplier. If you give **us** your permission, **we** will collect this data until you tell **us** not to.

3.7 **Our licence** allows **us** to collect a monthly meter reading without your permission. **We** will also collect daily meter readings unless you ask **us** not to.

3.8 From time to time, **we** will remind you how often you have agreed that **we** can collect data from your **smart meter** 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 provide **us** with meter readings at regular intervals or when **we** ask for one. Otherwise, **we** may send a representative to



call at your **property** to take your meter readings (manual readings). Please note that, under **our licence**, **we** must regularly take a manual meter reading at your **property**. **We** will contact you when **we** plan to visit your **property** to do this.

#### Communicating with your smart meter

3.10 **We** always aim to put you on the correct tariff for your payment method, as set out on your **tariff information sheet**. However, if you have a **smart meter** but **we** can't communicate with it for reasons outside **our** control (for example, your location), or you have a **legacy meter** that does not support your chosen tariff, **we** may not be able to put you on the agreed tariff. In this happens, **we** will put you on a temporary standing charge tariff, which will be as close as possible to your tariff while **we** take action to solve the communication problem or exchange your **legacy meter** for a **smart meter** as soon as possible.

## 4. Using and paying for services

You agree to pay **us** for the **services** you use. This section explains how **we** charge for **our services**, how you can pay **us** and how **we** deal with any payment difficulties you might be experiencing. It also explains what action **we** can take if you have any outstanding **bills**, or where **we** reasonably suspect you have tampered with the meter equipment or used energy without paying for it, or where **we** have concerns over your energy use.

#### Prepayment services

4.1 If you are a **prepayment customer**, you can top up your **meter** using the top-up card (or e-card) that **we** provide. There are several ways to do this, and they are explained in **our code of practice** on paying for your energy, which you can read 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** telling you how much to pay, you must pay by the date shown on the **bill**. **We** will usually issue **bills** monthly. Details on how often **we** issue **bills** and how you can pay your **bills** are set out in **our code of practice** on paying for your energy, which you can read at [www.utilita.co.uk/help/codes-of-practice](http://www.utilita.co.uk/help/codes-of-practice)

#### Using our app to monitor your balance and pay for our services

4.3 You can use **our app** to review your account information and pay for the **services**. Before using **our app**, you will be asked to accept some additional terms and conditions. Please see [www.utilita.co.uk/terms](http://www.utilita.co.uk/terms) for more information. **We** offer some additional, optional services with **our app**. **We** can only provide some of these additional services if you agree to **us** collecting the half-hourly data from your **smart meter**.

#### What to do if you are struggling to pay for our services

4.4 If you have any difficulty paying for the **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 to help you. If you or anyone you live with has 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 the **services**, **we** will provide you with other payment options to help support you at no extra cost to you, including the following.

4.5.1 Providing you with a different way to pay for the **services** by:

- (a) allowing **us**, where possible, to deduct the relevant amounts from any state benefit you receive (see **our code of practice** on difficulties paying for more information);
- (b) setting up regular and reasonable payment instalments which are not paid by using a **smart meter** in prepayment mode (for example, you may choose to pay these weekly or monthly by direct debit); or
- (c) if you are not already a **prepayment customer**, installing a **smart meter** in prepayment mode or switching your current **smart meter** to prepayment mode, as long as it is safe and reasonably practical for you to switch to this payment method.

4.5.2 Providing you with energy-efficiency information to help you reduce your **charges** for the **services** by reducing the amount of energy you use.

4.6 **We** will always meet the requirements of any licence or government in relation to any proposed energy support scheme (including any related or replacement schemes). There is more information about **our** obligations in relation to energy support schemes and how **we** deal with payment difficulties in **our code of practice** on **paying for your energy**, which you can read at [www.utilita.co.uk/help/codes-of-practice](http://www.utilita.co.uk/help/codes-of-practice). From time to time, **we** may also send you separate communications about this.

#### Delays in payment

4.7 If you do not pay for the **services** by the payment due date, **we** may have to pay extra costs to recover the payment from you. **We** will pass these extra costs on to you, and **we** may ask you to pay for the **services** by a different method (see clause 4.5 for details).

4.8 If you do not agree with the amount of a **charge**, please let **us** know as soon as possible. You are responsible for paying any **charges** that you have not told **us** you do not agree with.

4.9 If you are late making a payment (including any missed **direct debit** payments), you may have to pay late-payment fees from the date the payment was due until the date you make the payment. You may also have to pay a late interest **charge** which is calculated at 4% above the Bank of England Bank Rate, as well as further administration fees from time to time. **We** will add these extra fees and **charges** to your energy account and your **bills**.

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

#### **If you fail to pay your charges**

4.11 As well as the rights **we** tell you about in the '**Delays in payment**' section above, if you do not pay for the **services** by the payment due date, **we** may do any of the following:

4.11.1 **We** can change your payment method, which may result in an increase in the price you pay for the **services**. This may lead to **us**:

- (a) installing a **smart meter** at your **property** in prepayment mode; or
  - (b) if you already have a **smart meter**, switching it to prepayment mode;
- as long as it is safe and reasonably practical for you to switch to this payment method.

4.11.2 **We** can add or transfer the amount of any missed payments, and any additional fees that apply, from one **smart meter** (whether in credit mode or prepayment mode) to another **smart meter** if:

- (a) **we** provide both your gas and electricity; and
- (b) you have **smart meters** installed for both your gas and electricity.

**We** do not need your permission to do this.

4.11.3 **We** can add the amount of the missed payment, and any additional fees that apply, to your next **bill**.

4.11.4 **We** can object to you switching to another energy supplier unless you meet the requirements of the **debt assignment protocol** (see clause 2.5).

4.11.5 **We** can suspend the **services** in line with clause 6.6.1.

4.11.6 **We** can arrange for a debt-collection agency to recover the amount you owe.

4.11.7 **We** can start legal proceedings against you through the courts to recover the amount you owe.

4.12 If **we** suffer any extra costs as a result of any of the actions set out in clause 4.11 above, you will be responsible for paying these costs.

4.13 **We** will tell you in writing if **we** take any of the above actions.

#### **If we owe you any money**

4.14 If **we** owe you any money under this **contract**, **we** will use this to reduce any amount you owe **us**.

#### **Final bill**

4.15 If your supply is switched to a new energy supplier, there is a change in tenancy or you move to a new home, **we** are responsible for providing you with a **final bill**. This will show either a debit (an amount you must pay **us**) or a credit (an amount **we** must pay you).

4.16 Unless you have a communicating **smart meter** installed at your **property** on or before the date you switch to your new energy supplier, you will need to give **us** your final meter readings so **we** can issue you with a **final bill**. If you do this, **we** will take all reasonable steps to send you a **final bill** within six weeks from the date you successfully switch from **us** to your new energy supplier. If you do not give **us** your final meter readings within a reasonable time, **we** may issue you with a **final bill** based on estimated final meter readings.

4.17 If, after **we** send you a **final bill**, **we** receive any information which shows that the amounts in it are not correct, **we** will send you a new **final bill** as soon as possible. You agree that if **we** issue you with a revised **final bill**, you may need to pay an extra amount to **us** (or **we** may need to pay an extra amount to you).

4.18 If:

- (a) **we** provide both your gas and electricity;
- (b) you decide to transfer your gas or electricity supply to another energy supplier (**transferred services**), with the other supply remaining with us (**remaining services**);
- (c) you fail to pay any outstanding balance relating to the **transferred services**; and
- (d) you have a **smart meter** installed for the **remaining services**;

**we** may transfer the outstanding balance relating to the **transferred services** to the **smart meter** relating to the **remaining services**. **We** do not need your permission to do this.

#### **Revenue protection and illegal use**

4.19 Any action or attempt by you to alter, bypass or misuse any **smart meter** or other metering equipment, use energy without paying for it or use your energy supply for fraudulent or other illegal activities, may be a criminal offence.

4.20 If **we** suspect or become aware of any inappropriate behaviour or an allegation that an offence may have been committed, **we** will investigate this and take action in line with **our** regulatory requirements. This may include passing

information about you to the police or other appropriate third parties.

4.21 If **we** carry out such activities, this may result in costly **charges** being applied to your account, including the cost of any investigation, warrants and associated costs, and the costs of any legal proceedings or enforcement action taken against you.

## 5. Managing your account

This section explains how **we** will manage your account day-to-day, and how **we** will interact with you.

5.1 You are responsible for making sure 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 to serve formal notices) unless you ask **us** to use a different email address or another form of communication. **We** may also communicate with you by text message or social media where appropriate.

5.2 If you do not want **us** to contact you by email, for example, because you no longer have an email account, please tell **our customer care team** so they can update your account preferences.

5.3 You are responsible for making sure that you, and your household, co-operate with **us** in the supply of the **services**, and keep to these **terms**.

### Your priority needs

5.4 If you have special or priority needs, **we** recommend you let **us** know by calling **our customer care team** or writing to **us** at: Customer Care Team, Utilita Energy Limited, Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh, Hampshire, SO53 3QB. **We** publish a series of guides that you may find helpful. You can read these on **our** website at [www.utilita.co.uk/help](http://www.utilita.co.uk/help) and read more about **our** priority services at [www.utilita.co.uk/help/priority-services-register](http://www.utilita.co.uk/help/priority-services-register)

5.5 **We** will only offer priority services if you tell **us** about 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 enter your **property** at any time if:

- (a) there is an emergency;
- (b) there is a danger to people, your **property** or other buildings;
- (c) **we** need to enforce any of **our** legal rights; or
- (d) **we** need to install, inspect, monitor, repair, replace, renew, operate or disconnect your **meter** or other meter equipment (**we** will give you reasonable notice if **we** need to enter your **property** for this reason).

5.7 Please make sure that the **meter** and other meter equipment installed at your

**property** is easily accessible when **we** or **our** representatives visit.

5.8 **We** may also need to visit you to work on the **meter** if you report a fault or problem with it.

5.9 **We** may need to visit and enter your **property** when **we** need to access any meter or equipment in relation to the **services**. **We** follow clear and strict procedures when **we** visit **our** customers' homes, and **we** expect **our** representatives to do the same. There is more information on what happens when **we** need to visit your **property** and the security measures **we** have in place in **our code of practice on arrangements for site access, which you can read at [www.utilita.co.uk/help/codes-of-practice](http://www.utilita.co.uk/help/codes-of-practice)**

### Changes to this contract

5.10 From time to time, **we** may need to make changes to this **contract**, including these **terms**. **We** will let you know about the changes or publish them online. **We** will usually communicate with you by email unless this is not possible or you have asked **us** not to.

5.11 If any changes to this **contract** will disadvantage you (such as increasing **our** prices), **we** will give you a reasonable amount of notice before the changes take place (or as much notice as **we** have to give under any law or regulation that applies). **We** will explain the reason for the change, when it will apply from and how it will affect you. If **we** give you notice of a price change, **we** will only apply that change from the date **we** have told you.

5.12 If, after receiving notice of a change, you want to cancel this **contract** and **we** receive notice to switch energy suppliers within 20 working days of the change taking effect, **we** may decide not to apply the change to your account, but this depends on whether you are a **credit customer** or a **prepayment customer**. If you are a **credit customer**, your new energy supplier must take over your supply within a reasonable period of time to prevent **us** from applying the change. 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.

5.13 If you have an outstanding debt, **we** may prevent you from switching to a new energy supplier. **We** will tell you if this is the case. If you are a **credit customer** and you pay your outstanding debt within 30 working days of **us** telling you **we** object to you changing supplier, then switch your supply to a new energy supplier within a reasonable period of time, **we** will not apply the change. However, 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.



## Queries about your account and what to do if you are not happy with our services

5.14 **We** try to provide an excellent service but recognise that you may not always be happy with **us** or the **services**. If you need to make a complaint, please see **our** complaints procedure, which you can read at [www.utilita.co.uk/contact/complaints](http://www.utilita.co.uk/contact/complaints)

5.15 **Our** complaints procedure explains **our** timescales for dealing with complaints and what you can do if you are not satisfied with how **we** handle your complaint. It includes contact details for the Energy Ombudsman if your complaint relates to the **services**.

## Your conduct and behaviour

5.16 **We** are committed to treating you fairly and delivering **our** core values, including trust and respect for you and **our** staff.

5.17 **We** have a zero-tolerance policy, which means **we** will not tolerate **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 harassment, discrimination, threats, abuse or unreasonable demands.

5.18 **Our** unacceptable behaviour statement sets out **our** approach to handling any form of unacceptable behaviour you may show towards **our** staff. You can read the statement at [www.utilita.co.uk/contact/policies](http://www.utilita.co.uk/contact/policies)

5.19 If you show any behaviour which **we** reasonably believe is unacceptable or unlawful, or may put **our** staff at risk, **we** have the right to take appropriate action, which may include:

- 5.19.1 reporting the incident to the police;
- 5.19.2 asking you to stop the behaviour;
- 5.19.3 refusing to let you access any of **our** other products and services;
- 5.19.4 extra **charges**, for example to cover the cost of sending a second person to an appointment;
- 5.19.5 withdrawing or suspending the **services**; or
- 5.19.6 asking you to switch to another energy supplier.

## 6. Ending your supply with us

From time to time, it may be necessary to stop supplying the **services** to you under this **contract**. This may be permanent or temporary. This section explains the circumstances in which **we** and you can bring this **contract** to an end.

## If you want to cancel this contract

6.1 If you want to cancel this **contract** you must give **us** notice. You can do this by email, through **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 two working days before you move and give **us** a closing meter reading on the day you move out of the **property**. If you have a communicating **smart meter**, **we** may take your closing meter reading remotely if you have given **us** permission to collect daily or half-hourly data from the **smart meter**. If **we** do not have an accurate meter reading, **we** may have to estimate your **final bill**. If this happens, you may have to pay **us** the difference between the estimated **bill** and the corrected **bill** if **we** later receive a meter reading.

If you don't tell **us** that you are moving to a new home, you may continue to be responsible for paying for the energy supplied to the **property** until **we** receive either a formal change of tenancy notice or confirmation of new occupiers at the **property** who are now responsible for the energy supplied to the **property**.

6.3 If you want to switch to a different energy supplier, this **contract** will continue until the switch is completed. Under **our licence**, **we** have the right to object to your switch for a number of reasons, including:

- 6.3.1 to prevent a mistake by another energy supplier;
- 6.3.2 if you confirm you have not entered into a contract with a new energy supplier; or
- 6.3.3 if there are **charges** due to **us** under your account which have remained outstanding for 28 days after **we** wrote to you asking for payment.

6.4 Even if you have cancelled this **contract** or left the **property**, you will still be liable for any energy you have used and any unpaid amounts owing on your account, including **emergency credit** or **friendly credit**, or **discretionary credit** which you have not repaid. **We** may take reasonable steps to locate you and recover any amounts you still owe **us** after you have cancelled this **contract**, and **we** may charge you extra to cover **our** costs to do this.

6.5 Normally, **we** will only supply the **services** to you under a **deemed contract** if you have recently moved into a **property** that **we** supply (and **we** don't yet know) or because **Ofgem** has instructed **us** to supply your energy under the **SoLR** process. However, you will also have a **deemed contract** with **us** (and **we** will continue to supply you) if you cancel this **contract** but do not switch to a new energy supplier. You will have to pay for any energy you have used while you are on a **deemed contract** with **us** as well as any unpaid amounts

owing on your account, such as **emergency credit**, **friendly credit** or **discretionary credit**, until you switch to a new energy supplier.

#### **If we want to suspend or cancel this contract**

6.6 Sometimes **we** have to stop or restrict the supply of the **services**, or **we** may refuse to supply the **services** under this **contract**. This may apply if, for example:

6.6.1 you have not paid for the **services** you are receiving from **us**, and are refusing to work with **us** to correct this, including allowing **us** to install a **smart meter** in prepayment mode;

6.6.2 **we** decide that you are not meeting your responsibilities under these **terms**, or you have broken any of these **terms** or any of **our codes of practice** or policies;

6.6.3 **we** must cut off your supply under any of the utility industry arrangements that apply to **us**;

6.6.4 continuing to supply energy to you or your **property** could cause a danger to the public, your **property** or other buildings;

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

6.6.6 **we** are allowed to do so by law or under the terms of **our licence** or any regulation that applies.

6.7 Except in an emergency, **we** will try to work with you to reduce the interruption to your supply. If **we** are suspending the **services** temporarily, **we** will explain this to you. If **we** need to permanently stop supplying the **services**, **we** may cancel this **contract** immediately.

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

6.9 **We** may cancel this **contract** at any time by giving you at least three months' notice in writing. Unless you have told **us** otherwise, **we** may give you this notice by email.

6.10 If **we** lose **our licence** to supply the **services** to you, either you or **we** can cancel this **contract** immediately.

6.11 Cancelling this **contract** will not affect any existing rights or obligations that you or **we** have under these **terms**, **our licence** and all laws and regulations that apply.

6.12 If you switch to another supplier, **we** will automatically refund any unused credit on your prepayment **meter** if you are a **prepayment customer**. If this is not possible and you are a

**credit customer** or pay by direct debit, **we** will include any unused credit balance on your account in your final bill and issue a refund if necessary.

6.13 You agree that **we** may transfer **charges**, credit or information relating to your energy to your new energy supplier in line with all laws and regulations that apply, including to allow **us** to manage any payments you owe **us**.

## **7. Optional extras**

### **Fixed-term contracts**

7.1 **We** may offer you the option of a **fixed-term contract**. If you would like to choose this option, **we** will ask you to accept some additional terms and conditions, which **we** will give you as part of your **application**. Those extra terms will then form part of this **contract**.

### **Green Deal customers**

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. **We** are a **Green Deal** supplier.

7.3 If you would like to be part of the **Green Deal**, you will need to sign up to **our Green Deal** terms and conditions. You can get more information on the **Green Deal** by visiting **our** website at [www.utilita.co.uk/terms](http://www.utilita.co.uk/terms) or contacting **our customer care team**.

## **8. Additional information**

### **Standard terms of connection for supplying electricity only**

8.1 Your local **electricity distribution network operator** has appointed **us** as an agent to enter into an agreement with you on standard terms of connection. **We** can't start to supply electricity **services** to you until that agreement is in force.

8.2 You agree that **we** are supplying you with electricity under this **contract** and **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 the National Terms of Connection (**NTC**) applies.

8.3 The **NTC** is a legal agreement which affects your rights, and it will apply to you from the date you enter into this **contract**. For a copy of the **NTC** or to ask any questions about it, please contact the Energy Networks Association or visit their website.

Write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF, phone: 020 7706 513 or website: [www.connectionterms.co.uk](http://www.connectionterms.co.uk)

## 9. General terms

### Our liability to you

9.1 **We** do not limit **our** liability to you for death or personal injury arising out of **our** negligence or fraudulent misrepresentation. This does not affect the rights you have by law.

9.2 **We** are only responsible for foreseeable loss or damage that is caused by **our** failure to keep to these **terms** or this **contract**, or if **we** do not use reasonable skill and care. If you suffer loss as a result of **our** failure under these **terms** or this **contract**, **our** total 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.

9.3 Except for the liability **we** have under clause 9.2 above, **we** are not responsible for:

9.3.1 any unforeseeable losses, or any other loss or damage you may suffer which is not an obvious consequence of **our** failure, or where the failure is due to circumstances that are beyond **our** reasonable control; or

9.3.2 any indirect, special or consequential losses you may suffer, including 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 **property**.

9.4 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 **we** recover on your behalf from that third party.

### Managing your personal information

9.5 **We** collect information about you, your household and your meter in order to provide the **services** to you and meet **our** regulatory obligations. **We** explain what information **we** collect and what **we** use it for in **our privacy information notice**, which you can read at [www.utilita.co.uk/terms](http://www.utilita.co.uk/terms). Otherwise, you can ask **us** for a copy of **our privacy information notice** by contacting **our customer care team**.

### Additional terms relating to this contract

9.6 Sometimes a law or regulation might require **us** to transfer this **contract** to another supplier without getting your permission (for example, **Ofgem** may say **we** must do this to avoid losing **our licence**). If **we** lose **our licence**, your supply will switch to another energy supplier under the **SoLR** process.

9.7 **We** may send you any written notice or other written communication that is needed under or in

connection with these **terms** or this **contract** by post or email. This does not apply if **we** need to serve any proceedings or other documents in any legal action or, if it applies, any other method of alternative dispute resolution.

9.8 This **contract** is personal to you. You cannot transfer it to another person unless **we** agree to this in writing.

9.9 **We** may transfer this **contract** (including **our** rights and obligations) to a different energy supplier, who will then be responsible for supplying the **services** to you. However, **we** may keep some rights and obligations if **we** do this, such as the right to recover any outstanding balance that you owe in relation to this **contract** from before the transfer. **We** will tell you in writing if **we** decide to transfer this **contract** and will try to give you at least 30 days' notice, but this may not always be possible. If you are not happy with the proposed transfer, you can contact **our customer care team** (or use the contact details **we** give you) to tell us that you want to switch to a new supplier or cancel this **contract** in line with these **terms**. If you don't contact **us**, you will be considered to have agreed to the transfer. Transferring this **contract** will not affect your rights. **We** will refund to you, or transfer to your new energy supplier, any payments you have made to us for the **services** which **we** will not provide.

9.10 **We** may **assign** or **subcontract** all or any part of **our** rights (including the rights to recover charges) and obligations under this **contract** to a third party. The third party will then be authorised to carry out these rights and obligations without your permission. **We** will tell you in writing if this happens. This will not affect your rights.

9.11 Nothing in this **contract** affects any rights you may have by law.

9.12 If any part of this **contract** is not valid or cannot be enforced, this will not affect any of the other terms, which will continue to be valid.

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

9.14 If your **property** is in England or Wales, this **contract** will be governed by the laws of England and Wales and any disputes that arise will be dealt with by the English courts. If you live in Wales or Scotland, you can also bring claims against **us** in the courts of the country you live in. **We** can claim against you in the English courts as well as the courts of the country you live in. Your legal rights are not affected.