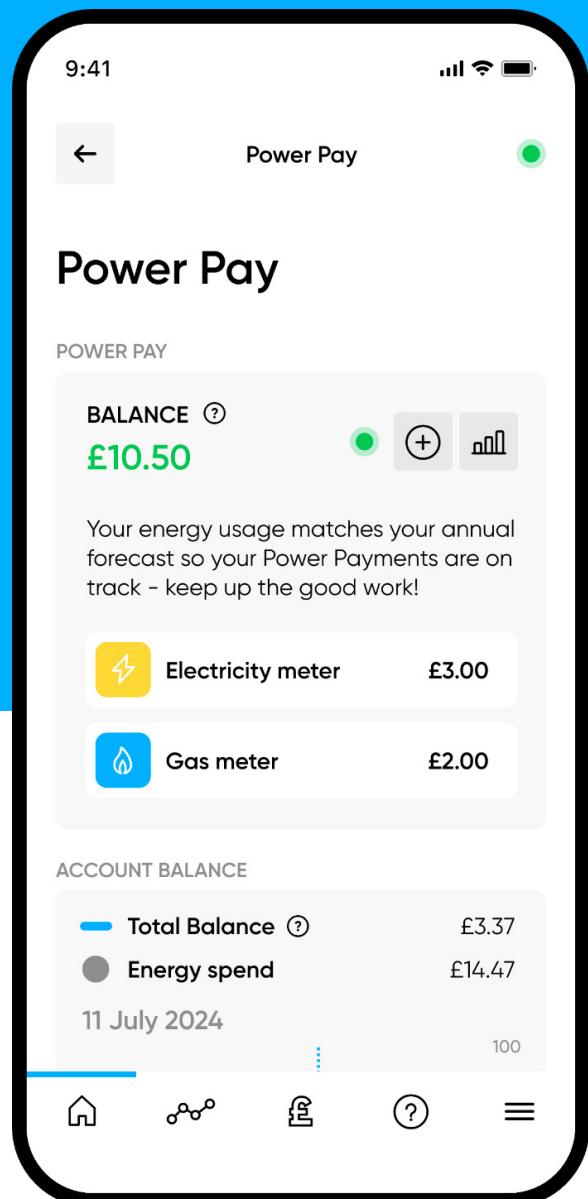


Terms and Conditions

Power Pay



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1. Our agreement with you

1.1. In these terms and conditions, the following words have the meanings shown below:

App: means the Utilita balance and pay device application allowing you to view and manage aspects of your account with us, and allow you to pay your bills and manage charges on your account.

App Terms: means the Utilita terms and conditions for the provision of our App available here: utilita.co.uk/terms

Codes of Practice: means our documented guidance and information sheets which explain the provision of the Services in more detail available here: utilita.co.uk/help/codes-of-practice

In-Home Display: means the in-home display equipment connected to your Smart Meter which automatically informs you and us how much gas and/or electricity you use in real-time.

Power Pay Pot: means the virtual account within our App that shows your debit/credit card payments made in relation to the Services, the payments of which automatically stream to your Smart Meter in accordance with your energy usage, showing any balance remaining.

Power Pay Terms: means these terms and conditions.

POWER UP feature Means the feature available via the App which allows customers to borrow credit for their energy supply when they run out of credit and need to top up but are unable at the time. This allows customers to stay on supply and repay the borrowed amount later, through future top-ups.

Premises: means the building, dwelling or space to which we supply the Services.

Priority Services Register: means a register where energy suppliers and other relevant parties hold and maintain details of customers who may require extra support due to their personal circumstances or characteristics.

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

utilita.co.uk/terms

Recovery Rate: means a set percentage rate (%) deducted from each and every top-up payment you make to your Smart Meter which we may apply if you incur, or have already incurred, an outstanding balance in relation to the Services.

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

Smart Meter: means either an electricity and/or gas meter, together with associated communications equipment including (but not limited to) an In-Home Display.

Terms: means the Power Terms, Standard Terms, App Terms, Codes of Practice and Privacy Information Notice.

Utilita: means 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. "We", "our" or "us" shall be construed as references to Utilita.

1.2. These Power Pay Terms supplement and must be read in conjunction with the following terms and conditions:

- 1.2.1.** Standard Terms;
- 1.2.2.** App Terms;
- 1.2.3.** Codes of Practice; and
- 1.2.4.** Privacy Information Notice.

1.3. By using the 'Power Pay' feature, you are agreeing to be bound by these terms and conditions.

1.4. Any terms defined in each of the above terms and conditions shall have the same meaning when used in these Power Pay Terms unless we have specifically amended the meaning otherwise.

1.5. In the event of any conflict between these Power Pay Terms and any of the other Terms, the relevant Terms will apply.

2. Eligibility

2.1. To be eligible to use the 'Power Pay' feature, you must:

- 2.1.1.** be a Utilita customer who is in credit mode for the provision of the Services;
- 2.1.2.** have a Smart Meter installed at your Premises which is actively communicating with Utilita;
- 2.1.3.** be a current credit customer of Utilita and agree to be switched into prepayment mode;
- 2.1.4.** have downloaded and use the App;
- 2.1.5.** not be in a current debt cycle with Utilita;
- 2.1.6.** not have used the Power Up function in the last 7 days;
- 2.1.7.** not have used any emergency credit in the last 7 days;
- 2.1.8.** not be in a pre-install credit mode price plan with Utilita;
- 2.1.9.** not be in the process of leaving Utilita.

2.2. Utilita constantly reviews its eligibility criteria and may offer the 'Power Pay' feature to prepayment customers, subject to status.

2.3. Where you are supplied by Utilita for both your gas and electricity supply and you opt to use the 'Power Pay' feature, this will apply to both your gas and electricity supply.

3. The 'Power Pay' feature

3.1. The 'Power Pay' feature allows eligible customers to pay for their actual energy consumed using meter readings from the Smart Meter, avoiding over payments and unused credit. A link to our FAQs can be found here: utilita.co.uk/help/Power_Pay

3.2. The 'Power Pay' feature:

3.2.1. is only available through our App;

3.2.2. requires you to set up a regular payment amount via the App, such payments will sit in your Power Pay Pot;

3.2.3. credits the correct amount to your Smart Meter when needed based on your energy usage forecasts. This amount will vary depending on the time of year and any applicable price changes;

3.2.4. ensures that you are never disconnected from your Services, providing you with regular updates if you are at risk of underpaying and need to increase your regular payment amount;

3.2.5. allows you to withdraw any balance sitting in your Power Pay Pot, provided there is sufficient funds based on your energy forecasts and regular payment amounts.

4. Cessation of the 'Power Pay' feature

4.1. If you no longer wish to use the 'Power Pay' feature, or you fail to maintain your regular payments by missing more than two payments consecutively, or you no longer meet the eligibility criteria, or you do not comply with these Power Pay Terms, we will stop you from accessing and using the 'Power Pay' feature. We will tell you in advance if this happens unless it is an emergency.

4.2. Following cessation of the 'Power Pay' feature, regardless of whether you were in prepayment mode or credit mode prior to using the 'Power Pay' feature, you will remain in prepayment mode unless we agree otherwise with you or you qualify in accordance with our policy under the Priority Services Register.

4.3. If you decide you wish to be put back into credit mode following use of the Power Pay feature, we may need to undertake a credit check.

4.4. If you have an outstanding balance owing to us in relation to the Services, this will be required to be repaid. A Recovery Rate will be set and applied to each top-up you make thereafter until the outstanding balance has been repaid.

4.5. If you have any balance left in your Power Pay Pot, we will automatically transfer this to your 'Savings' account.

5. Your privacy

5.1. We collect information about you, your Premises, and your Smart Meter to provide the Services to you, enable you to use the 'Power Pay' feature, and to meet our regulatory obligations.

5.2. We explain what information we collect and what we use it for in our Privacy Information Notice.

6. Our liability to you

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

6.2. We are only responsible for foreseeable loss or damage that is caused by our failure to comply with these Power Pay Terms, or where we do not use reasonable skill and care. If you suffer loss because of our failure under these Power Pay Terms, our total aggregate liability to you for all claims is limited to the amount of money you have placed into the 'Power Pay' feature for any one event or series of connected events in any 12-month period.

6.3. We are not responsible to you for any loss or damage that you may incur, including without limitation, if you provide or input incorrect or inaccurate information required for the use of the 'Power Pay' feature (such as providing the incorrect energy reference account number or payment details).

6.4. So far as it is permitted by law, we are not responsible for 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, including but not limited to:

6.4.1. any postponement or cancellation of the 'Power Pay' feature;

6.4.2. any act or default which is beyond our reasonable control, including (without limitation) communications failure with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the 'Power Pay' feature, inaccessibility, unavailability or any kind of failure of the internet, any relevant

website, mobile phone network, any software, any hardware or any combination thereof.

6.5. We are not responsible for any indirect, special, or consequential losses you may suffer, including but not limited to any business losses or disruption to business activities.

7. Changes and variations

7.1 Sometimes we need to vary these Power Pay Terms to reflect new features, changes in the law or best practice, or to correct any technical errors in the administration of the 'Power Pay' feature.

7.2 Where possible, we will let you know about any changes in a reasonable time before they take effect with a minimum 14 days' written notice on our website. If the change is to your benefit or relates to the correction of a technical error, we may make the change and tell you afterwards. Any changes that we make to these Power Pay Terms or the 'Power Pay' feature are made without liability to you.

7.3 Please check these Power Pay Terms and FAQs regularly to make sure you fully understand the terms and conditions that apply.

7.4 We may decide to stop providing the 'Power Pay' feature. We will let you know about any decision to cancel and remove the 'Power Pay' feature in a reasonable time before it takes effect.

8. General

8.1 If any provision of these Power Pay Terms is held invalid by any law, rule, order, or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

8.2 These Power Pay Terms shall be governed by the laws of England and Wales and disputes arising shall be dealt with by exclusively by the English courts. If the address of the Premises is in Scotland, your statutory rights are not affected.