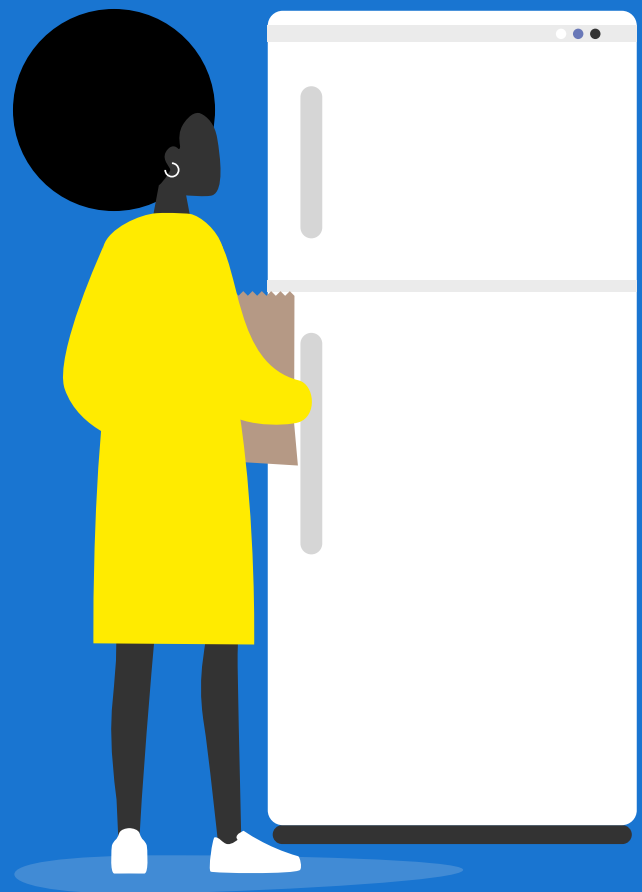


Terms & Conditions

Consumer Goods



1. Our agreement with you

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:

Business hours	The period from 8.30 am to 5.30 pm on Monday to Saturday. For specific energy hub opening times, visit www.utilita.co.uk/energy-hub
Contract	The contract between you and us for the sale and purchase of products in accordance with these terms .
Energy hub	Our retail stores, throughout Great Britain, where people from the local community can go for energy advice and purchase products . For more information about our energy hubs , visit www.utilita.co.uk/energy-hub
Product	Any item we offer for sale and purchase in an energy hub .
Privacy notice	Our Privacy Information Notice explains how we will collect and use your personal information in relation to these terms which can be found at www.utilita.co.uk/terms-and-conditions
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. These **terms** govern your rights in relation to the **products we** sell to you.
- 1.2. By purchasing **products** from **us**, you acknowledge that you have received, read, understood and agree to be bound by these **terms**.
- 1.3. The true colour of a **product** may not exactly match that shown in **our** marketing or its packaging may be slightly different.
- 1.4. 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 From time to time, **we** may change or update **our** policies without telling you.
- 1.5. If you have any questions about the **terms**, please speak to a member of **our** staff at one of **our energy hubs**.

2. Price and payment

You agree to pay for the **products**. This section explains how **we** charge you for the **products** and how you pay **us**.

- 2.1. You must pay the full price of the **product**. **We** charge you when you purchase the **product**.
- 2.2. You will own any **products** you buy once **we** have received payment for them in full.
- 2.3. The price of **our products** is available in **our energy hubs**.

3. Your rights

This section explains the rights available to you under this **contract**. It describes how and when you can return a **product**.

- 3.1. For most of **our products**, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it. This is subject to some conditions, as set out below.
- 3.2. All refunds must be approved by an authorised member of staff at one of **our energy hubs**.

Returning a product:

- 3.3. If you change your mind about a **product**, you have a 30-day cooling-off period to cancel this **contract**. The cooling-off period starts from the date of your purchase of a **product**.
- 3.4. To return a **product**, you must visit one of **our energy hubs** during **business hours** and return the **product** (together with any free gifts that may have been provided with the **product**). You will need your email or physical receipt and the card you paid with.
- 3.5. Returns are at your own cost and if any refund is due, **we** will refund you using the method you used for payment. **We** do not charge a fee for the refund.
- 3.6. You cannot change your mind about:
 - 3.6.1 any **products** sealed for health protection or hygiene purposes, once these have been unsealed after you have purchased them; and
 - 3.6.2 any **products** which become mixed inseparably with other items after their purchase.

3.7. If you handle the product in a way which would not be acceptable in-store, we may reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", price tags have been removed, the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due. Our staff in our energy hubs can advise you on whether we are likely to reduce your refund.

If there is something wrong with your product:

3.8. If you think there is something wrong with your **product**, you should bring it in to one of our **energy hubs** during **business hours**. Your legal rights are summarised below. These are subject to certain exceptions:

3.8.1 Up to 30 days: if your **product** is faulty, then you can get a refund.

3.8.2 Up to six months: if your **product** cannot be repaired or replaced, then you are entitled to a full refund, in most cases.

3.8.2 Up to six years: if your **product** does not last a reasonable length of time, you may be entitled to some money back.

4. Our rights

This section explains the rights available to us under this **contract**.

4.1. We can change **products** and these **terms**. **We** can always change a **product**:

4.1.1 to reflect changes in relevant laws and regulatory requirements; and

4.1.2 to make minor technical adjustments and improvements, for example a price increase or to address a security threat. These are changes that do not affect your use of the product.

4.2. Sometimes **we** may reject selling a **product** to you, for example, because a **product** is unexpectedly out of stock, or because the **product** was mispriced by us.

4.3. We can suspend the supply of a **product**. **We** do this to:

4.3.1 deal with technical problems or make minor technical changes;

4.3.2 update **products** to reflect changes in relevant laws and regulatory requirements; or

4.3.3 make changes to **products**.

5. Our liability to you

This section sets out **our** liability to you under this **contract**.

5.1. Our terms and all the information contained therein (including, without limitation, names, images, pictures, logos, icons, information and material regarding or relating to any Utilita or Utilita group company **products**) is provided without any representation, endorsement, warranty or guarantee of any kind, express or implied (by law or otherwise).

5.2. We do not limit **our** liability to you for:

5.2.1 death or personal injury arising out of **our** negligence or wilful misconduct;

5.2.2 fraud or fraudulent misrepresentation;

5.2.3 defective **products** under the Consumer Protection Act 1987;

5.2.4 any other liability prohibited by law.

This does not affect your statutory rights or any implied **terms**.

5.3. 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 because 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.

5.4. So far as it is permitted by law, **we** are not responsible for:

5.4.1 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, including but not limited to any purchases thereunder and any act or default by you; or

5.4.2 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.

6. Data protection

This section sets out how **we** manage your personal data under this **contract**.

6.1. We are committed to the operation of fair processing in relation to the collection and use of personal information. **We** explain how **we** will collect and use your personal information in connection with this **contract** in **our privacy notice**: www.utilita.co.uk/terms

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

7. Disputes

This section sets out how you can raise any concerns with **us** under this **contract**. This section also sets out **our** expectations on customer conduct towards **our** staff.

7.1. We try to provide an excellent service but recognise that you may not always be happy with **us** or the **products**. If you need to make a complaint, please speak to a member of staff in one of **our energy hubs** during **business hours**.

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

7.3. 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.

7.4. 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

7.5. 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:

7.5.1 reporting the incident to the police;

7.5.2 asking you to stop the behaviour;

7.5.3 refusing to let you buy any of **our products**; and/or

7.5.4 refusing to let you access any of **our** other **products** and services;

8. General

This section sets out general provisions on how this **contract** works and how it should be read and interpreted.

8.1. From time to time, **we** may need to make changes to this **contract**, including these **terms**. **We** will publish them online and in-store in **our energy hubs**.

8.2. 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.

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

8.4. We may transfer, assign or subcontract all or any part of **our** rights or obligations to an authorised third party. This will not affect your rights.

8.5. If any part of these **terms** is held invalid or cannot be enforced 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.

8.6. Nobody else has any rights under this **contract**. This **contract** is between you and **us**. Nobody else can enforce it and neither of **us** will need to ask anybody else to sign-off on ending or changing it.

8.7. Even if **we** delay in enforcing this **contract**, **we** can still enforce it later. **We** might not immediately chase you for not doing something or for doing something you are not allowed to, but that does not mean **we** cannot do it later.

8.8. This **contract** and the **terms** shall be governed by the laws of England and Wales and any disputes that arise shall be dealt with exclusively by the English courts. If you purchased a **product** from an **energy hub** based in Scotland, your statutory rights are not affected.