

Energy Hub



Utilita Energy Hub Promotion

Terms & Conditions

1. Who are we

1.1 We are Utilita Energy Limited, of Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh, SO53 3QB, a limited company registered in England and Wales under company registration number: 04849181 and with VAT number: 823818422 ("Utilita" or "we") and we are the promoter of Utilita Energy Hub Promotions.

1.2 From time-to-time, Utilita will run promotions ("Promotions") at its high street energy stores ("Utilita Energy Hubs"). When Utilita runs Promotions, these terms & conditions ("Main Terms") will apply. Each Promotion may also have individual, additional terms ("Promotion Terms") that will be available at the participating Utilita Energy Hub.

1.3 The Main Terms and the Promotion Terms shall be known together as the "Terms". In the event of any conflict between the Main Terms and the Promotion Terms, the Promotion Terms will take precedence.

2. Promotion

2.1 During a Promotion, entrants can claim a free gift from Utilita at a participating Utilita Energy Hub ("Free Gift").

2.2 Free Gifts are available to Eligible Customers (as defined in 3.1 below) and/or Eligible Non-Customers (as defined in 3.1 below) and are subject to set opening and closing dates for each Promotion, as specified in the applicable Promotion Terms. Free Gifts are subject to availability. Utilita provides no guarantee that the Free Gifts will remain available throughout the duration of the applicable Promotion.

2.3 The Free Gifts cannot be transferred or exchanged.

2.4 Utilita reserves the right (at its sole discretion) to substitute a Free Gift should the specified gift(s) become unavailable for reasons beyond its control, which may include substituting a non-cash gift with a cash alternative.

3. Eligibility

3.1 Promotions are open to new and/or returning Utilita customers who are resident in the UK (excluding Northern Ireland), aged 18 years or over, who register with Utilita at a participating Utilita Energy Hub, including employees of Utilita ("Eligible Customers"), and, in certain circumstances where stated in the applicable Promotion Terms, non-customers who are resident in the UK (excluding Northern Ireland), aged 18 years or over, and who register with Utilita at a participating Utilita Energy Hub, including employees of Utilita ("Eligible Non-Customers").

3.2 Additional eligibility requirements may apply and will be set out in the relevant Promotion Terms.

3.3 Only Eligible Customers and Eligible Non-Customers (as applicable) will be capable of claiming a Free Gift. In relation to Eligible Customers, if you are not the account holder of the live supply of electricity and/or gas (i.e. the Utilita customer), you must get permission of the account holder to take part in a Promotion.

3.4 A Free Gift can only be redeemed once per Eligible Customer or Eligible Non-Customer (as applicable) per household.

3.5 Utilita reserves the right to verify the eligibility of entrants. Utilita may require such information as it considers reasonably necessary for the purpose of verifying the eligibility of entrants and the Free Gift may be withheld until and unless Utilita is satisfied with the verification.

3.6 Utilita reserves the right to refuse entry or refuse to award the Free Gift to anyone in breach of the Terms.

3.7 Upon confirming eligibility, the Eligible Customer's or the Eligible Non-Customer's (as applicable) details may be passed onto a third-party company to facilitate and/or arrange delivery of the Free Gift. Further details of the third-party company may be included in the applicable Promotion Terms.

4. General

4.1 Where the Promotion includes a Free Gift to be redeemed with a third-party company, e.g. gift cards, additional restrictions may apply. The Promotion Terms will specify whether any additional and/or third-party company terms and conditions apply in relation to the Free Gift.

4.2 Where the Promotion includes a Free Gift to be redeemed for attendance at a specific venue, the Eligible Customer or Eligible Non-Customer (as applicable) and any permitted companions will be solely responsible for travel to and from the venue and all other expenses. Utilita assumes no responsibility and is not liable for any costs, charges or expenses which Eligible Customers or Eligible Non-Customers may be required to pay at any time in connection with a Promotion. Events may occasionally be cancelled for reasons outside Utilita's control. Utilita will endeavour to promptly update Eligible Customers and/or Eligible Non-Customers (as applicable) with any relevant information however Utilita will not be liable for any change of date or venue or cancellation of any event, including if an Eligible Customer or Eligible Non-Customer can no longer attend the venue or event. Additional terms of entry specified by the venue will also apply.

4.3 So far as it is permitted by law, all conditions, warranties and representations expressed or implied by are law are hereby excluded.

4.4 So far as it is permitted by law, Utilita and its associated companies and agents are not responsible for:

4.4.1 direct, indirect, special or consequential loss, damage, disappointment, personal injury or death occurring as a result of taking up the Free Gift, except where it is caused by Utilita's, its agents or its distributors negligence or that of their employees. Your statutory rights are not affected; or

4.4.2 any unforeseeable losses and liabilities, or any other loss or damage that you may incur which is not an obvious consequence of providing a Promotion or Free Gift, or where the failure is due to circumstances that are beyond Utilita's reasonable control, including but not limited to:

4.4.2.1 any postponement or cancellation of a Promotion or Free Gift;

4.4.2.2 any inaccuracies of data submitted to Utilita;

4.4.2.3 any incorrectly completed, lost or delayed notices, acceptances, tickets or other documents or Free Gifts related to a Promotion(s);

4.4.2.4 any loss or damage (whether direct, indirect, special or consequential) an Eligible Customer or an Eligible Non-Customer may suffer in relation to a Promotion, except for liability which cannot be excluded by law.

4.5 Utilita reserves the right to end or suspend a Promotion, amend the Terms or withdraw the Free Gift at any time without prior notice. However, in the case of withdrawal of a Free Gift, a notice will be posted in the participating Utilita Energy Hub.

4.6 In the event of fraud, abuse, and/or an error affecting the proper operation of a Promotion, including the allocation of more Free Gifts than are available, Utilita reserves the right to declare a claim for a Free Gift void without liability.

4.7 Utilita's decision is final. No correspondence will be entered into with an Eligible Customer, an Eligible Non-Customer or any other third party.

4.8 If any provision of the 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.

4.9 Personal data supplied in relation to a Promotion will only be used for the administration of the Promotion and provision of any Free Gift. Utilita may be required to pass personal data onto third-party companies in order to facilitate and/or provide the Free Gift(s). For more information about your privacy and rights, please read Utilita's privacy information notice here: utilita.co.uk/terms

4.10 These Terms, and each Promotion, shall be governed and construed in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the English courts.