

# Additional terms and conditions for customers on Gold Talk Fixed Tariff 1

These terms and conditions relate to our Fixed Energy Tariff 30 April 2018 ("Gold Talk Fixed Tariff 1"), and are in addition to The Utility Warehouse's Standard Terms and Conditions for supplying electricity and/or gas (Energy) to domestic customers ("Standard Terms and Conditions"). Terms defined in our Standard Terms and Conditions shall have the same meaning in these additional terms. If there is any conflict between these terms and our Standard Terms and Conditions, then these terms will prevail.

All the charges for Gold Talk Fixed Tariff 1 are shown on our website, and your Energy services will be supplied to you in accordance with our published prices for Gold Talk Fixed Tariff 1 when we successfully process your application.

## 1. Eligibility

a) **Gold Talk Fixed Tariff 1 is only available to domestic customers who meet all the following conditions:**

(i) **You must already be a member of the Utility Warehouse Discount Club and be taking an Energy supply from us;**

(ii) **You must have specifically requested this Gold Talk Fixed Tariff 1 and accepted these additional terms and conditions; and**

(iii) **You must have applied for this Tariff by telephone via our customer service team.**

b) Gold Talk Fixed Tariff 1 is designed for domestic customers who have standard metering arrangements in place. We reserve the right to decline to supply a customer on Gold Talk Fixed Tariff 1 should their metering not be either General Domestic or Economy 7.

c) Gold Talk Fixed Tariff 1 is subject to availability. We reserve the right to withdraw Gold Talk Fixed Tariff 1 at any time without notice in relation to applications which have not yet been processed, however this will not affect the rights of any member whose application to be supplied under Gold Talk Fixed Tariff 1 has been accepted by us prior to the date it is withdrawn.

d) We cannot accept responsibility for any financial or other losses resulting from an application which is delayed or has not been received by us or which we are unable to process for any reason, prior to the date Gold Talk Fixed Tariff 1 is withdrawn.

## 2. The Fixed Price Period

### Start Date

a) You will be charged for your Energy at the applicable published price for Gold Talk Fixed Tariff 1 from the beginning of the calendar month in which we have confirmed in writing that your request to move onto Gold Talk Fixed Tariff 1 has been accepted.

### End Date

The Fixed Price Period under this Agreement will end on 30 April 2018.

## 3. When the Fixed Price Period ends

a) We will write to you before this Agreement ends to provide you with a "Statement of Renewal Terms", setting out the options available to you at the end of the Fixed Price Period. This may include an extension to the fixed term period under this Agreement, or a new Fixed Term Supply Contract.

b) You are under no obligation to accept the proposed renewal options provided to you. If you do not expressly agree in writing to one of the renewal options provided, then at the end of the Fixed Price Period we will move you onto our cheapest available variable Tariff for which you are eligible.

## 4. Changing to a different Tariff

a) There is no charge for switching to a different Tariff or for cancelling this Agreement and switching your Energy to another supplier. However, once you have changed to a different Energy Tariff for any reason, then you will not be able to switch back to Gold Talk Fixed Tariff 1.

b) You can let us know at any time if you would like to change to another Tariff available from us for which you meet the eligibility criteria. If you do so, then you will be charged for any Energy we supply to you from the 1<sup>st</sup> day of the month following the date on which we process the change in accordance with the alternative Tariff you have chosen. You will be charged for any Energy used prior to any such transfer date at the prices applicable to Gold Talk Fixed Tariff 1, and you must give us accurate meter reading(s) on the agreed transfer date. If you do not do so, then you will have to pay our charges based upon an estimated reading.

c) If you fail to maintain a valid direct debit with us, then the Energy you use will be charged at the applicable rate for customers on this Gold Talk Fixed Tariff 1 who are not paying by direct debit.

d) You must continue to take any telephony services you have with us at the time of your request to move onto our Gold Talk Fixed Tariff 1, for the duration of the Fixed Price Period.

e) If you do not meet or fail to comply with any of the eligibility criteria set out above or if you otherwise fail to comply with any other terms relating to Gold Talk Fixed Tariff 1, then we will transfer you to our cheapest available variable Tariff for which you are eligible and we will inform you of this in writing.

## 5. Ending this Agreement

a) You are not required to provide us with any notice if you wish to terminate this Agreement or to change your Energy supplier, although we may not allow you to switch to another supplier if you owe us money.

b) We will not levy any exit fee if you choose to terminate this Agreement either by (a) entering into a new Agreement with us; or (b) changing your Energy supplier before the end of the Fixed Price Period. If we choose to

terminate this Agreement for any reason, we will not levy an exit fee.

c) If at the end of the Fixed Price Period, you enter into a new Fixed Term Supply Contract with us to supply Energy to your Property, you will become subject to the terms and conditions of your chosen new Fixed Price Energy Tariff once your new Agreement commences.

d) At the end of the Fixed Price Period, if you decide to switch your Energy supply to a new supplier, you will continue to be subject to the terms and conditions of this Agreement (including the price you pay for your Energy) until the date you switch supplier as long as we receive notice no later than 20 Working Days after the end of the Fixed Price Period that another supplier will begin to supply Energy to your Property within a reasonable period of time and they do, in fact, do so.

e) If you seek to switch your Energy supply to another supplier and you owe us money, we may object to the switch. Provided you pay us the entire outstanding amount within 30 Working Days of our informing you of our objection, we will not seek to prevent you switching your Energy away from us.

## 6. Moving home

If you move home, you can continue to benefit from Gold Talk Fixed Tariff 1 for the balance of the Fixed Price Period, provided that you continue to comply with the eligibility requirements for this Tariff at your new home although the prices you pay may change if you have moved to a different region of the country.

## 7. Price changes

Our published prices for Gold Talk Fixed Tariff 1 will not change for the duration of the Fixed Price Period, save for any increase in charges or costs imposed by, or as a consequence of, any action, order, decision or imposition by any governmental, statutory or licensing authority (such as a change in the rate of VAT).

## 8. Price Promise

If you have applied for Gold Talk Fixed Tariff 1 you will not be eligible to make a claim under our 'Double the Difference' Price Promise in relation to the cost of the Energy we have supplied to you.