

# the Utility Warehouse Discount Club

## Terms and Conditions



Home Phone



Broadband



Mobile



Gas



Electricity





# Contents

<b>1. Club Membership</b> .....	<b>4</b>
<b>2. Gold Benefits</b> .....	<b>5</b>
<b>3. General</b> .....	<b>10</b>
<b>4. Home Phone (incl. Internet Phone) and Broadband</b> .....	<b>12</b>
<b>5. CallMe(0800) - Freephone Service</b> .....	<b>18</b>
<b>6. Mobile Phone (incl. FreeCall &amp; Mobile Broadband)</b> .....	<b>19</b>
<b>7. Gas and Electricity</b> .....	<b>23</b>
<b>8. Early Cancellation Rights</b> .....	<b>27</b>

## Overall Definitions

'You' or 'you' means the customer named in the application (whether online or verbally via either our Customer Services or Sales Teams) for Utility Warehouse Services and 'your' shall be construed accordingly.

'Non-energy Services Bill' means the monthly Bill you will receive for all Services and ancillary charges not directly related to the supply of gas and/or electricity to you.

'Bill' means a bill produced by us for one (or more) of the Services we are supplying to you.

'Property' means any address at which the Services are supplied to you.

'Equipment' means any equipment provided by us (or for which we have accepted responsibility) in order to enable you to use the Services; specifically in relation to Home Phone and Broadband it includes the Smart Box, modem and router (as applicable), in relation to Mobile (and Mobile Internet) it includes the Internet Phone Adapter, mobile phone and SIM card (as applicable), in relation to Energy it means the meter and any related equipment for measuring and providing information on the Energy you use.

'Member' means a member of the Utility Warehouse Discount Club.

'Service(s)' means any service provided by the Utility Warehouse, including Home Phone, Broadband, Mobile, Freephone (CallMe(0800)), FreeCall app, and Gas and Electricity (where we act as agent on behalf of Gas Plus Supply Limited and Electricity Plus Supply Limited respectively), as applicable.

'Working Day' means any day other than (a) a Saturday or Sunday and (b) any day on which banks located in England are closed for the conduct of regular banking business.

## Club Membership

The Utility Warehouse is a discount club offering savings on a wide range of essential household services.

- a) You will automatically become a Member with effect from the date we first make any of our Services available to you, and will remain a Member until all such Services have been disconnected or terminated and your final Bill has been produced, at which time your membership will lapse forthwith.
- b) All Members are entitled to make unlimited free 'anytime' local and/or national calls using any of our fixed line telephony Services (ie. Home Phone, Internet Phone and/or our FreeCall app) to the landline telephone number(s) of any other Member, provided we are supplying the other Member with a fixed line telephony Service on that landline number. Such free calls are restricted to a maximum of 200 different numbers during any calendar month; we reserve the right to charge for any excess at our published peak rate for local/national calls.
- c) All Members are entitled to make free 'anytime' calls using any of our fixed line telephony Services (ie. Home Phone, Internet Phone and/or our FreeCall app) to the mobile telephone number(s) of any other Member, provided we are supplying the other Member with the Mobile Phone service that is receiving the call. Such free calls are subject to a maximum of 1,000 minutes per month in aggregate; we reserve the right to charge for any excess at our published tariff for calls to mobiles.
- d) If you have selected e-billing, then your monthly Bill notification and other correspondence from us will be sent to you by email (which may include attachments) to the most recent email address supplied by you. Paper copies of your Bill will not be sent separately if you have selected e-billing. Paper copies of historic Bills may be specifically requested at any time subject to an administration charge of £1.50 per Bill. We may also occasionally send you paper copies of other correspondence. It is your responsibility to inform us of any

changes to the email and/or postal address which you would like us to use when we need to contact you; if you fail to do so, you will still be deemed to have received any communication sent by us to the last email and/or postal address you provided.

- e) All Members are entitled to subscribe to our Bill Protector policy, which provides Accidental Death Cover for up to two named account holders, as well as paying your Utility Warehouse Bill (up to a maximum of £150 per month for a maximum of six months in any 12 month rolling period) in the event you lose your main source of income through no fault of your own. Your Bill Protector policy will commence at the beginning of the month following the date on which it is first charged on your Non-energy Services Bill; to maintain cover, you must continue to pay your premiums on a monthly basis thereafter. No benefits are payable under this policy if, on the date an event occurs which may give rise to a claim, any amount remains unpaid in respect of the Utility Warehouse Bill(s) sent to you dated during the preceding calendar month; in addition, the bill payment component of this cover only becomes effective once you have paid at least six monthly premiums. In relation to the Accidental Death component, although up to two named account holders are covered, only one claim can be made in any rolling 12 month period. If you ask us to cancel your Bill Protector Policy or change the level of your cover, then this will take place with effect from the first of the month following the date on which a Bill is produced by us showing the agreed revised premium. Providing that you have previously had at least one live Service on your account, then in the event there are no live Services remaining on the date that your Bill is processed, your Bill Protector Policy will be cancelled with immediate effect and no further premiums will be charged. Details of the levels of cover provided and the full Terms and Conditions of Bill Protector are available on our website at [www.utilitywarehouse.co.uk](http://www.utilitywarehouse.co.uk).
- f) Full Terms and Conditions for the CashBack card are sent to all customers who apply for this benefit, and are available on our website at [www.utilitywarehouse.co.uk](http://www.utilitywarehouse.co.uk). If the Card is the only live Service you are taking from us, then your monthly Bill will only be available online.
- g) Full Terms and Conditions for our findmethecheapest Online Shopping portal and associated CashBack are available on our website at [www.utilitywarehouse.co.uk](http://www.utilitywarehouse.co.uk).
- h) Full Terms and Conditions for our 'Refer a Friend' scheme are available on our website at [www.utilitywarehouse.co.uk](http://www.utilitywarehouse.co.uk).

## Gold Benefits

### Introduction

We offer the following Gold bundles ('Bundle'), which each offer valuable additional benefits:

- (1) **Gold Talk** - for Members using our Home Phone, Broadband and Mobile services;
- (2) **Gold Energy** - for Members using our Home Phone, Broadband and at least one of our Energy services (ie. Gas and/or Electricity);
- (3) **Double Gold** - for Members using our Home Phone, Broadband, Mobile and at least one of our Energy services (ie. Gas and/or Electricity).

For the purposes of determining whether a Member meets the multi service requirements of any of our Gold bundles, the following Services are excluded: Internet Phone, dial-up internet, the FreeCall app, CallMe(0800), ValuePay Mobile, and our MobileXtra tariff, for the avoidance of doubt, Mobile Broadband is treated as a Mobile service (not a Broadband service). Our Gold Energy bundle and Double Gold bundles are not available to customers living in Northern Ireland.

For new Members, in the event the Services necessary to qualify for any Bundles have not become live with us within 75 days of the date upon which your application to become a Member is processed, you will immediately cease to be eligible for any further benefits associated with that Bundle (until such time as you have the requisite live Services with us), and we reserve the right to reclaim any Gold Talk benefits previously provided to you.

You will only receive Gold Talk benefits (as part of a Gold Talk bundle or a Double Gold bundle) if you have a valid direct debit in place on your account at the time your monthly Bill is processed.

The following eligibility requirements apply to all Bundles. If you fail (or subsequently cease) to meet these requirements, you will no longer receive any of the available benefits:

- i) You must maintain the requisite live Services for each Bundle (as shown above);
- ii) The first named account holder must be either a homeowner or 25 (or older);
- iii) Each Bill from us must be paid in full by the last Working Day of the month in which it was issued (other than where we have acknowledged there is a valid dispute) or by the agreed due date for your direct debit;
- iv) All the Services forming part of the applicable Bundle must be supplied at the same Property and must be on the same Utility Warehouse account;
- v) Only Energy services being supplied using a standard credit meter (ie: not prepayment) will be included as part of any Bundle;
- vi) Where you have multiple Properties being supplied by us with Home Phone and Broadband on the same Utility Warehouse account, you can receive the Gold Talk benefits which apply to customers with a Gold Talk or Double Gold bundle at each such Property, provided that you are also taking at least as many Mobile services from us as you have different eligible Properties. Where there are fewer Mobile services than the number of Properties being supplied with Home Phone and Broadband, then provided one of the addresses being supplied matches the billing address, the first mobile will be deemed to apply to that Property; otherwise, and solely for the purposes of determining which Properties are eligible for our Gold Talk benefits, we will allocate the mobiles to your Properties at our sole discretion.

Further details of the rules and benefits applicable to each of these Bundles are set out below.

## Gold Talk bundle

### General rules

- a) Although any Member can become eligible for our Gold Talk benefits by successfully applying for additional Services at a later date, certain benefits are only available where the Member's initial application (whether online or verbally via our Customer Services or Sales Team) met the eligibility criteria; for this purpose, any Services successfully applied for subsequently (but

before the 10th of the month following the month of the initial application) will be deemed to form part of that initial application.

- b) Eligibility for Gold Talk benefits is reviewed at the time each monthly Bill is processed; if at any time (after the first 75 days of becoming a Member) you cease to meet the eligibility criteria, for whatever reason, then you will no longer receive any of the benefits.

## 1. Reimbursement of up to £200 of Early Termination Fees

In the event that you incur any early termination charges from your existing supplier(s) in switching your landline, broadband and/or mobile services over to our Home Phone, Broadband and/or Mobile services as part of your initial application to become a Member, we will reimburse these to you, subject to a maximum amount payable by us of £200 in aggregate in respect of all such early termination charges, subject to the following:

- a) To apply for reimbursement, you must have met the eligibility criteria on your initial application (as explained above) and have at least one Home Phone, one Broadband and one Mobile service live on your account on the date that you submit your claim. To claim, you must send us a copy of the final bill(s) from your previous supplier(s) showing the early termination fee(s) that you have incurred as a result of switching your service(s) to us, together with a covering letter requesting reimbursement. You may only make a single claim, so should wait until you have evidence of all the charges you have incurred. Letters should be addressed to: Early Termination Fee Offer, The Utility Warehouse, Network HQ, 333 Edgware Road, London, NW9 6TD.
- b) Once verified by us, and within eight weeks of receipt of the relevant documents, we will credit the amount of any reimbursement to your Utility Warehouse account, and this will appear on the next monthly Non-energy Services Bill we process.
- c) This benefit is only available to Members whose application to join the Utility Warehouse Discount Club was successfully processed by us on or after 8 November 2013; a similar benefit remains available to members who joined prior to this date.
- d) This offer is not available to anyone who has previously received an early termination fee refund from us. For the purpose of this clause, a member of the same household shall be deemed to be the same person.
- e) In the event that you cease to qualify for the Gold Talk bundle within 12 months of the Bill date on which you received the early termination fee credit from us, then you will need to repay the full amount of the early termination fee refund previously credited to your account; this will appear as a debit charge on a subsequent monthly Non-energy Services Bill from us.

## 2. 'Free Broadband' for six months

All Members who are eligible for our Gold Talk bundle are entitled to benefit from an introductory discount of £6.99 on our Standard Broadband service (excludes Mobile Broadband), subject to the following:

- a) This discount will apply for six months from the date your Broadband service goes live with us or, in the event that a Mobile Service was not included as part of your initial application, the date that you successfully applied to take a Mobile Service.
- b) If you have applied for multiple Broadband services from us, you will only receive this benefit on the first Broadband service to go live.
- c) You will not receive this benefit if we have previously provided a Broadband service to you, whether at your current or any previous address, irrespective of whether you have previously received a discount on any such previous Service. For the avoidance of doubt, an existing Member can receive this discount when they add Broadband to their account as an additional Service, but always subject to the provisions of this clause.
- d) In the event the three Services you need to qualify for the Gold Talk bundle (ie. Home Phone, Broadband and Mobile) have not all become live with us within 75 days of you becoming a Member, or at any time thereafter you cease to be eligible for our Gold Talk bundle while you are still receiving this discount, then this benefit shall immediately cease to apply and we reserve

the right to reclaim the aggregate total value of the 'free broadband' monthly discounts you have previously received from us; this amount will appear as a debit charge on a subsequent monthly Non-energy Services Bill from us.

### 3. Half-Price Calls on our Home Phone service

50% discount to our standard pence per minute rates (as shown in the Home Phone Tariff Section of our Membership Booklet), subject to the following:

- a) Discount applies to calls made to UK local/national (01, 02, 03, 0845, 0870), UK mobile (eg. 07xxx) and international numbers only; calls to Premium Rate (eg. 09xxx), Premium Local (eg. 0844), Premium National (eg. 0871), Directory Enquiry (ie. 118 xxx), Speaking Clock (eg. 123), Data, Paging, Reverse Charge, Satellite Phones, Audiotext, International Premium Rate, International ISDN, and any similar types of call are excluded. Our standard call set-up fee applies to all chargeable calls.
- b) Members paying for our International Saver Option will benefit from a 50% discount on the published lower pence per minute rates for all countries on that tariff.
- c) Discount applies to all Home Phone lines, Internet Phone and FreeCall app services on the same account. The 50% discount does not apply to the minimum call charge of 12p per call on our FreeCall app or to any call set-up fees.
- d) Where an individual free call exceeds the maximum duration of 75 minutes, the chargeable element will not include the 50% discount.

### 4. Mobile Phone Protection Scheme

#### 1. Introduction

These are the Terms and Conditions of the Mobile Phone Protection Scheme available free of charge to Members who are eligible for our Gold Talk bundle. These Terms and Conditions explain what is covered, what is not covered and the limits and conditions of the Scheme. Please read these carefully and keep them in a safe place; if you do not comply with them, we may refuse to provide a replacement Phone in the event of a claim.

This Scheme started on 17 March 2013 and will continue until further notice; only mobile Phones supplied by us after this date under a 24 month minimum contract term are protected; Phones supplied prior to this date are not covered.

#### 2. Definitions

**Accessory** - an additional item that has been designed for use with the Phone and was not included in the original Phone package we supplied.

**Breakdown** - failure of the Phone to operate due to an internal electrical or mechanical fault.

**Scheme** - this Mobile Phone Protection Scheme together with the benefits and subject to the Terms and Conditions in this document.  
**Phone** - a mobile Phone, Smartphone or PDA with call making ability.  
**User** - The Member or someone in the same household.

#### 3. Cover

Members who are eligible for our Gold Talk bundle are automatically covered against Breakdown, theft, loss and damage to each Phone supplied by us and connected to our Mobile Phone service. Cover commences automatically on the date we supply each Phone, and ends automatically when the minimum contract term on that Phone has been completed. In the event of a valid claim we will supply a replacement Phone subject to the Terms and Conditions of this Scheme.

All eligible Phones connected to your account are covered, but only one claim will be paid in respect of each Member's account during any consecutive 12 month period ie. after a claim has been made, no further claims will be allowed (irrespective of whether the claim is for the same or a different Phone on that Member's account) within the next 12 months. To make a claim you need to call our customer service team.

#### 4. The following conditions apply to all claims:

- a) You must report a theft of your Phone to the police as soon as reasonably possible after discovering the theft, and must obtain a

crime reference number from them; we will ask you for this when you claim.

- b) You must notify us within 30 days of any event occurring which might give rise to a claim under this Scheme; Phones are only covered if at least one call has been made using the Phone during the 30 day period immediately preceding the date on which such an event occurs.
  - c) If we provide a replacement Phone under this Scheme, then it will be subject to a new 24 month minimum contract term which will commence from the date of replacement.
  - d) Where possible, the replacement Phone will be the same make and model as your original Phone. Where it is not possible to replace the Phone with one of the same make and model, we will provide an alternative replacement Phone which in our reasonable opinion is of at least equivalent technical specification to the Phone, but may:
    - be a different model or colour;
    - be made by a different manufacturer;
    - not have the same features and/or functions.
  - e) The replacement Phone we supply may be new or refurbished at our sole discretion.
  - f) If we replace the Phone, the original Phone will become our property. If the replacement is as a result of damage or Breakdown then the original Phone must be returned to us at your expense, and where a lost or stolen Phone is subsequently found or returned to you, then you must send it to us.
  - g) If the person using the Phone is abroad at the time of an incident leading to a claim, we will not replace the Phone until the User returns to the UK.
  - h) In order to make a claim, a Member must have been eligible for our Gold Talk bundle continuously from the date the Phone was supplied (excluding any temporary interruption to their Services caused solely by moving home), and on the date a claim is made the Member's account must be in good order with no outstanding balance and with a valid direct debit in place.
5. Each claim is subject to payment of an excess as follows:
- any Phone with a monthly contribution below £8 (as shown in our Handset Guide): £25
  - any Phone with a monthly contribution of £8 to £14 (as shown in our Handset Guide): £50
  - any Phone with a monthly contribution of £15 or higher (as shown in our Handset Guide): £75

If the Phone you are claiming for is (or has at any time been) connected to our Value300 tariff, then the excess payable will be doubled. Anyone who has been a Member for less than 90 days must pay the relevant excess before a replacement Phone can be supplied; otherwise, the excess will be added to the next monthly Non-energy Services Bill.

For the avoidance of doubt, there is no excess payable if you return your Phone to us for repair under the manufacturer's warranty as a result of a Breakdown within the first 12 months from the date the Phone is supplied, and any such repair shall not constitute a claim.

#### 6. General Exclusions

The following are not covered under this Scheme:

- a) The cost of replacing any cosmetic enhancements you may have attached to the Phone.
- b) The cost of replacing any Accessories.
- c) The cost of any unauthorised use (being usage by persons without your permission) following loss or theft of the Phone (eg. calls, texts, data).
- d) Any claim where the incident occurred whilst the Phone was being used by someone other than the User.
- e) Any claim resulting from:
  - the Phone being left unattended in a public place, or a place which is easily accessible by people the User does not know;
  - the Phone having been given to, or left in the control or possession of someone other than the User;
  - the Phone being left on the roof, bonnet, boot or other exterior part of a motor vehicle.
- f) Any claim for Breakdown due to:
  - failure to use and maintain the Phone in line with

- manufacturer's instructions and/or installation guide;
  - any external cause such as a software virus, software or accessories which are not approved by the manufacturer or faults in any external electrical supply/connection;
  - any issue that is covered under the manufacturer's warranty.
- g) Any claim for theft or loss of the Phone:
- from an unattended vehicle unless the Phone has been placed in a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence;
  - whilst unattended in any building, unless the building is properly secured and the Phone is stolen by a person who has entered the building unlawfully.
- h) Any claim for damage:
- caused by general wear and tear, scratching, or any other type of damage (including cosmetic damage) that does not materially affect how the Phone works;
  - caused through misuse;
  - caused by changes the User has made to the Phone through maintenance, repairs and/or the process of cleaning and/or restoring;
  - caused by any modifications or technical enhancements or unauthorised repairs;
  - caused intentionally by the User.
- i) Any claim resulting from a manufacturer's recall of the Phone.
- j) Any costs associated with cleaning, servicing, inspection or any adjustments of the Phone, intended by the manufacturer to be routinely carried out by you or anyone else and specified as being such in the manufacturer's instructions and/or installation guide.
- k) Any loss howsoever arising, whether direct, indirect or consequential, as a result of the User being unable to use the Phone.
- l) Loss of stored information, including (but not limited to) any data, downloads, videos, photos, music and applications.
- m) Any costs relating to the recompilation and/or reinstallation and/or retrieval of data.
- n) Any claim caused by a government or public authority confiscating the Phone.
- o) A claim where you fail to provide any documents or other information necessary to support and/or verify your claim.
- p) Any financial loss resulting from the Phone being used without your consent to access your bank account, mobile wallet or similar, and/or make purchases.
- q) Any loss which is the direct or indirect result of war, invasion of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, major civil commotion, military or usurped power, or terrorism.
- r) Any claim resulting from the User not having taken reasonable care to protect the Phone and its accessories from damage, theft or loss.

#### 7. General Conditions

- a) We may take proceedings at our own expense and for our own benefit, but in your name, to recover any costs we have incurred in providing benefits to you under this Scheme.
- b) If, at the time of an incident which results in a claim under this Scheme, you are also entitled to the benefit of an insurance policy which covers the same loss, we are entitled to approach that insurer for a contribution towards the claim.
- c) Your rights under this Scheme are not transferable.
- d) We reserve the right to withdraw or amend the terms of this in the level of protection it provides. Changes will be notified to you in writing at least 30 days before they become effective.
- e) We may cancel this Scheme by sending 30 days' notice to your last known address.
- f) We reserve the right at our sole discretion to refuse any claim under this Scheme.
- g) You will have to pay our retail price for the replacement Phone we have supplied (less any excess you have paid) in the following circumstances:
- if you are required to return a Phone to us in accordance with the rules of this Scheme, and fail to do so within 21 days; or

- if when we examine a Phone you have returned to us we have reasonable grounds to believe that the cause of the damage or Breakdown is not covered by this Scheme; or
- h) The sole benefit available under this Scheme is a replacement Phone; under no circumstances will you be entitled to a payment of any kind.

#### 8. Fraud

If you make a claim under this Scheme knowing the claim to be dishonest or intentionally exaggerated or fraudulent in any way, or if you give any false declaration or statement to support a claim, we will not pay the claim. In addition, you will no longer be eligible to receive any future benefits under this Scheme, and we reserve the right to report your actions to the police. Where we have settled a claim and subsequently discover that the claim was made dishonestly, or intentionally exaggerated or fraudulently in any way, we will take action to recover the costs of dealing with your claim including the cost of the replacement Phone.

Please note that the IMEI of all Phones reported stolen will be blacklisted by us to prevent them from being connected to any mobile network in future.

### 5. Additional Mobile Data allowance on ValueMax

All Members who are eligible for our Gold Talk bundle can benefit from additional data at no extra charge as follows: (i) Any mobile numbers which became eligible for this benefit after 31 March 2014 will benefit from a doubled data allowance of 4GB; (ii) any mobile numbers which became eligible for this benefit prior to 1 April 2014 will not be charged for any excess data they use over the standard data allowance of 2GB on our ValueMax Mobile Price Plan. In each case, this benefit shall be subject to the following conditions:

- a) You will only receive this benefit if you have selected and are paying for the 2GB optional data bundle (for avoidance of doubt, this benefit does not apply to any other Mobile Price Plan).
- b) In the event that not all three qualifying Services (ie. Home Phone, Broadband and Mobile) are live with us within 75 days of you becoming a Member, or you cease to be eligible for our Gold Talk bundle at any time thereafter while you are still receiving this benefit, then this benefit shall immediately cease to apply and you will be charged for any excess data at the standard non-discounted rate.
- c) It is not permitted to use any inclusive data allowance for tethering; we reserve the right to withdraw this facility without notice if we become aware it is being used for tethering and/or to charge for any data used in this manner at our published tariff for excess data.
- d) Only data used within the UK is not chargeable; any data used whilst roaming will be charged at our standard roaming rates.
- e) This benefit is not available to mobiles connected to our Budget Control option.
- f) For mobile numbers which became eligible for this benefit prior to 1 April 2014, we reserve the right to restrict download speeds and access to data intensive activities (eg. streaming) once you have exceeded 4GB of data usage in any calendar month, and to withdraw access completely to any further data usage for the remainder of each calendar month once we become aware that your data usage for any month has exceeded 10GB.

### Gold Energy bundle

Members who qualify for our Gold Energy bundle will benefit from our Gold energy tariff, offering guaranteed savings for a typical dual fuel household (currently of at least 2.5%) compared with the average of the cheapest variable tariffs available from the 'Big 6' energy suppliers.

- a) Members on our Value energy tariff, or whose energy was previously not being supplied by us, who subsequently become eligible for our Gold Energy bundle by (for example):
  - (i) taking additional Services from us; and/or
  - (ii) reaching the age of 25
 will have their Energy service(s) put automatically onto our Gold Energy tariff (provided their Energy is not being supplied on a

Fixed Term energy tariff). Such changes will take effect from the 1st day of the month in which you became eligible for our Gold Energy tariff.

- b) (i) For every Home Phone and Broadband service supplied by us at a Property, a customer may benefit from our Gold Energy tariff on a maximum of one gas meter and up to three electricity meters at that Property.
- (ii) If you are benefiting from our Gold Energy bundle and cease to meet the eligibility criteria (for example, by cancelling your Home Phone or Broadband services, or if a requisite Service you applied for has failed to become live with us within 75 days), we will automatically transfer your Energy service(s) to the cheapest alternative variable tariff which you are eligible to receive from us at that time. This change will take effect from the 1st day of the month following the date on which you ceased to be eligible for our Gold Energy tariff.
- c) The 'Big 6' energy suppliers are British Gas, npower, Scottish Power, E.ON, EDF and SSE.

## Double Gold bundle

All Members who meet the requirements for our Double Gold bundle can receive:

- (1) All the benefits of Gold Talk (see above);
- (2) Our Double Gold energy tariff (which provides our cheapest variable energy prices); and
- (3) Our unique 'Double the Difference' Price Promise.
- a) Our Double Gold energy tariff is not available to Members who have chosen a fixed price energy tariff from us, until their fixed contract term has expired or they have given proper notice for it to be terminated.
- b) Members whose energy was previously not being supplied by us, or who are being supplied by us on a more expensive variable tariff, and who subsequently become eligible for our Double Gold bundle by (for example):
  - (i) taking additional Services from us; and/or
  - (ii) reaching the age of 25will have their Energy service(s) put automatically onto our Double Gold Energy tariff (provided their Energy is not being supplied on a Fixed Term energy tariff). Such changes will take effect from the 1st day of the month in which you became eligible for our Double Gold Energy tariff.
- c) (i) For every Home Phone and Broadband service supplied by us at a Property, a customer may benefit from our Double Gold Energy tariff on a maximum of one gas meter and up to three electricity meters at that Property. For the avoidance of doubt, each qualifying Home Phone and Broadband service must be accompanied by a Mobile service.
- (ii) If you are benefiting from our Double Gold Energy bundle and cease to meet the eligibility criteria (for example, by cancelling your Home Phone, Broadband or Mobile services, or if a requisite Service you applied for has failed to become live with us within 75 days), we will automatically transfer your Energy service(s) to the cheapest alternative variable tariff which you are eligible to receive from us at that time. This change will take effect from the 1st day of the month following the date on which you ceased to be eligible for our Double Gold Energy tariff.

## 'Double the Difference' Price Promise

### General Terms

We will pay you 'Double the Difference' in the event you make an eligible claim in accordance with the terms, conditions and procedures set out below:

- a) Price Promise is only available to Members who applied for Home Phone, Broadband, Mobile and at least one Energy service in accordance with the eligibility criteria for our Double Gold bundle; where both Gas and Electricity are connected at your Property, you must have successfully switched both of these to us and we must be supplying them on a credit (ie. not prepayment meter) basis.
- b) Price Promise only applies where all the requisite Services were included in your initial application, or where you subsequently applied for them by the 10th of the following calendar month.
- c) Price Promise only applies where all the Services applied for

have been successfully transferred to us within 75 days of you becoming a Member. Once all the Services have gone live with us, the Price Promise will apply from the 1st day of the following calendar month (the 'Start Date').

- d) Price Promise is only available to Members paying by monthly direct debit, and is subject to your bank not having rejected any direct debit requests made by us (unless this is directly due to our mistake) prior to the date on which your claim is submitted.
- e) Price Promise does not apply to any Service which has been used for business purposes, or where you are currently receiving a discount by virtue of the type of work you do or who you work for.
- f) The Price Promise works by comparing how much we have charged you in the 12 month period after the Start Date for all the Services in aggregate, with our best estimate of how much your previous suppliers would have charged you for the same services, on a like-for-like basis. Specific calculation rules apply to each type of Service as set out below.
- g) To make a claim, you must send us fully itemised bill(s) from each of your previous suppliers covering a period of at least three months immediately prior to the date the Services were transferred to us, clearly identifying the supplier, the tariff(s) you were connected to, and any bundles or other discounts you were receiving.
- h) You cannot make a claim if any of the Services requested by you (either as part of your initial application or subsequently) have been cancelled for any reason, or if you have asked us to change the supply address of any of them, or if our records show that you joined the Utility Warehouse Discount Club prior to 8 November 2013; members who joined prior to this date remain eligible to claim under the terms of the similar Price Promise which was in effect on the date they joined.
- i) The amount payable to any Member under our Price Promise is subject to a maximum of £500 in total. If you wish to make a claim, you must ensure we receive it no later than 18 months after the date you became a Member; only one claim can be made per Member.
- j) We reserve the right to withdraw or vary our Price Promise at any time, however this will not affect the rights of anyone whose Membership application was successfully processed prior to that date.
- k) The value of any successful claim will be sent to you in shopping vouchers. You will be given a choice of high street retailers and the value of your claim will be rounded up to the nearest £10.

Additional terms and comparison guidelines for each individual Service are set out below:

### Home Phone and Broadband service

- (i) Price Promise is based on comparing the total cost of the Home Phone and Broadband service we supply to you for the first three calendar months after the Start Date, with the total amount your previous supplier(s) charged you for the three month period immediately prior to the date on which these Services were transferred to us, including all fixed monthly charges and any charge for providing a paper Bill; any claim must be for the same telephone number.
- (ii) Where the Service requested from us is materially different to the service you were previously using, or where there has been a material change in your average monthly usage (type of calls, number of calls, and/or total duration) then the calculation will be adjusted, using the published tariffs of both ourselves and your previous supplier(s) as applicable, to ensure the comparison is being made on a like-for-like basis.
- (iii) In making our comparison, we will ignore any charges relating to the installation of new lines, engineering work, any discount for paying fixed charges annually in advance, and any short term offers and promotions.
- (iv) Any saving or shortfall from this comparison will be multiplied by four, to provide an annual equivalent for inclusion in the overall Price Promise calculation.

### Mobile service

- (i) Price Promise is based on the total cost of your Mobile service from us, compared with the total amount charged by your



previous supplier, on a like-for-like basis, for the first three complete calendar months after your Service has been transferred to us. In making this comparison, we will exclude any credits which are of a one-off or promotional nature (eg. goodwill payments) or discounts only available for a restricted period.

- (ii) If you were on a 'SIM only' Price Plan with your previous supplier, and have taken a free handset from us, then the comparison will exclude any monthly handset charge from us; if the handset you choose from us has a different unsubsidised cost to the handset you were using with your previous supplier, then the comparison will be adjusted to reflect any such difference.
- (iii) Where there has been a significant change in your average monthly mobile phone usage (type of calls, number of calls, total duration and/or data volume) since you switched to us, then the calculation will be adjusted, using the published Price Plans of both ourselves and your previous supplier(s) as applicable, to ensure the comparison is on a like-for-like basis; in performing this comparison, we will use whichever of our Price Plans would have been cheapest for your actual usage, irrespective of the tariff you selected.
- (iv) Any saving or shortfall from this comparison will be multiplied by four, to provide an annual equivalent for inclusion in the overall Price Promise calculation.

### Energy service(s)

- (i) For customers taking both gas and electricity, we will compare the cost of your actual gas and electricity usage from us for a 12 month period commencing on the Start Date, with how much your previous supplier(s) would have charged for an identical amount of that type of energy over the same 12 month period using their cheapest published variable tariff (including any applicable direct debit or dual fuel discount, but excluding any online billing discount).
- (ii) For customers taking a single Energy service from us, we will compare the cost of your actual energy usage from us for a 12 month period commencing on the Start Date, with how much your previous supplier would have charged for an identical amount of energy over the same 12 month period, using their cheapest published variable tariff (including any applicable direct debit discount but excluding any online billing discount).

### Special rules for Gold Status Members who joined before 8 November 2013 ("Old Gold Status Members")

This section only applies to Members who joined prior to 8 November 2013 and had Gold Status on that date (either because they had a minimum of four live Eligible Services on that date, or they had joined within the previous 75 days and applied for at least four Eligible Services when they joined).

For the purposes of determining whether a Member who joined prior to 8 November 2013 was entitled to Gold Status, the Eligible Services were; Gas, Electricity, Home Phone (including Internet Phone), Broadband (including Mobile Broadband) and Mobile (excluding ValuePay). The FreeCall app, CallMe(0800) and the CashBack card did not qualify as Eligible Services, and for the purposes of assessing eligibility for Gold Status, multiples of any Eligible Services.

- a) Old Gold Status Members will continue to be entitled to receive any initial Gold Status benefits they were eligible to receive on the date they applied for membership, in accordance with the Terms and Conditions of those benefits in force on the date they joined the Club (eg. 10% Extra Discount on Energy at the end of their first year, our old 'Double the Difference' Price Promise, £200 allowance towards early termination fees on any Service, and any introductory discount off the cost of their fixed line broadband for the first six months). In respect of any initial benefit already provided in full (eg. Discounted New Phone Line Installation and £50 off a Premium Smartphone) the Terms and Conditions in force at the time that benefit was provided will continue to apply.
- b) Old Gold Status Members will no longer benefit from Free Global Calls which was discontinued with effect from midnight on 30 November 2013; any calls made after that date will be

chargeable in accordance with the new Home Phone tariff which became effective on 1 December 2013, and as updated from time to time thereafter.

- c) Old Gold Status Members will be entitled to receive the "Half-Price Calls" benefit (but excluding any international calls) available to new Members with our Gold Talk bundle, irrespective of whether they meet the new requirements for Gold Talk, for as long as they remain at least one live telephony Service with us. Instead of "Half-Price" International calls, old Gold Status Members that are not eligible for the Gold Talk bundle will automatically receive the benefits of our International Saver option (normally £1.50 per month) free of charge, giving them access to 50 countries for just 1p per minute, and savings on calls to most other international destinations, for as long as they retain at least one live telephony Service with us. If you are currently paying the monthly charge for International Saver, or choose to do so in future, then you will be eligible to receive a 50% discount on the International Saver prices for each destination (eg. 50 countries for just 0.5p per minute). Old Gold Status Members that are eligible for the Gold Talk bundle will automatically receive a 50% discount on the International Saver prices free of charge (eg. 50 countries for just 0.5p per minute); if they are currently paying the monthly charge for International Saver, we will automatically cancel the charge for this option from the 1 December 2013.
- d) Old Gold Status Members will remain entitled to receive the benefits of our Mobile Phone Protection Scheme on any mobiles supplied by us between March 2013 and 8 November 2013 in accordance with the Terms and Conditions of that scheme in force on the date the mobile handset was supplied.
- e) For avoidance of doubt, old Gold Status Members will automatically benefit from our Gold energy tariff and/or Double Gold energy tariff if they meet the criteria for those tariffs set out above.

## GENERAL TERMS AND CONDITIONS

### Your Agreement

- a) This document including any other terms and conditions referred to herein, our Membership Booklet, mobile handset guide, and website, together (if applicable) with the checklist (from the front) and the important information (on the reverse) of the Residential Application Form, is intended to contain all the terms of the Agreement between you and us. If there is any difference between what anyone has told you and these Terms and Conditions, then these Terms and Conditions will prevail. In the event of any inconsistency between the various documents we have provided to you, then the latest Terms and Conditions on our website and the prices published on our website shall prevail.
- b) The main account holder who is named in the application (whether online or verbally via our Customer Services or Sales Team) must be over 18 years of age; this person is the customer and is legally responsible for all aspects of the Agreement, including payment of all liabilities and costs incurred. By supplying details of an additional account holder either as part of the initial application or at a later date, you have authorised us to disclose any information we hold relating to your Utility Warehouse account to the additional named account holder, and for us to accept any instructions they may give us relating to the management of your account, until such time as you notify us in writing that you would like them to be removed as an additional named account holder. You warrant that the named main account holder is an authorised signatory on any bank account whose details have been provided to us for direct debit purposes. You may request that we send your monthly Bills and correspondence addressed jointly to both yourself and the additional named account holder if required. We may also take instructions from someone who we have good reason to believe is acting with your permission; and in such circumstances we will not be liable for any resulting loss, damage or inconvenience.

### Changes to your Agreement

- a) Any requested alteration or change to our standard Terms and Conditions must be made by you in writing and will not be binding on us unless specifically accepted and evidenced by the signature of a director of Telecom Plus PLC in respect of any Service supplied by that company, and by a person duly authorised by Gas Plus Supply Limited and Electricity Plus Supply Limited in respect of the supply of gas and electricity respectively.
- b) You may request additional Services to be provided by us at any time by post, by fax, by email, by telephone or online. Any Services provided by us pursuant to such a request will be subject to our standard Terms and Conditions. We reserve the right to make changes to these Terms and Conditions from time to time and/or to introduce new Terms and Conditions from time to time, if there are changes to the law or amendments to the terms and conditions upon which we are able to obtain services from our suppliers or in the event we believe it is necessary for us to do so. We will notify you of any such changes, and if such change(s) are to your significant disadvantage, we will remind you of any termination rights you may have.
- c) We will always send important notices to you relating to our Services in writing, which may be printed on your monthly Bill, or sent to you by email where we have a valid email address, or by SMS if we are providing any Mobile services on your account or you have confirmed your Mobile contact number to us within the previous six months; where we are sending a notice to you by SMS it may be sent to any or all such mobile numbers. You shall be deemed to have accepted any changes to these Terms and Conditions or to any of our charges that have been properly notified to you in accordance with this clause, unless you notify us within 14 days of being so notified that you wish to terminate the Service(s). These provisions do not apply to changes to your Energy services, which are dealt with specifically under the Energy Terms and Conditions.
- d) You may send notices to us by post, by telephone, by email or by fax. Notices sent by post by either party shall be deemed to have arrived at their destination 48 hours after posting.

### Billing, Payment, Charges and Deposits

- a) Unless we have agreed to charge you on an alternative basis, we will produce a monthly summary showing the total amount payable in respect of (as applicable):
- (i) Your Bill for any Non-energy Services, including (but not limited to) the following: Home Phone, Broadband, Mobile, CashBack card and Bill Protector;
  - (ii) Your electricity Bill; and
  - (iii) Your gas Bill.
- This total amount is due for payment 48 hours after your monthly summary and related Bills are dispatched to you and, to avoid any extra charges for late payment, must be paid no later than the last Working Day of the month in which they were produced (or by the agreed collection date for your direct debit if later). Both parties shall be entitled to offset any overpayment (or credit balance) on an individual Bill against any amount payable for a different Bill (although you may only offset a credit balance relating to an overpayment on an Energy Budget Plan where we agree that the balance exceeds the amount required to cover the cost of your expected energy consumption up to the date of your next annual Budget Plan review). In the event the amount due on the monthly summary is not paid in full, any partial payment we receive will be held as a general credit on your account towards the total amount due (although we reserve the right to allocate it towards all prior outstanding Bills on a pro-rata basis or otherwise at our sole discretion), unless your payment matches the amount due on a specific Bill and you have instructed us to allocate it to that Bill. For the avoidance of doubt, you do not have the right to set-off any amounts due to us against any claim you may have against us.
- b) All payments must be made in pounds sterling, whether in cash, by credit/debit card, cheque or bank transfer; promissory notes are not accepted. We strongly recommend that you pay any amount due by direct debit to avoid incurring any additional charges (for late payment or otherwise), or the inconvenience of the Services being suspended or disconnected because we have not received and/or processed your payment for any reason by the due date irrespective of whether this has resulted from a situation which is outside your control. If you fail to make a payment, you hereby authorise us to take the amount owing from any credit, debit or charge card details which you, or an additional account holder (if applicable), have given to us at any time, irrespective of the original main purpose for which such details were provided. In the event that for any reason the Utility Warehouse does not receive payment for any Bill by the last Working Day of the month (or by the agreed collection date for your direct debit if later), all Services (excluding Energy) supplied by the Utility Warehouse may be suspended or disconnected without notice; please note that if a telephony Service (Home Phone, Mobile, CallMe(0800), Internet Phone or the FreeCall app) is disconnected, you may permanently lose any messages that had been left for you on any remote answering service or greetings you had recorded, reconnection charges may apply, and you may lose the phone number which had previously been allocated to you. For Members who have agreed to pay by direct debit, cancellation of your direct debit or failure by you to ensure you have sufficient funds in your bank account to meet any payment requests from us, shall constitute a breach by you of our Terms and Conditions associated with this payment method and will result in us automatically changing your payment method (subject to a minimum of seven Working Days' notice); this may affect the prices you are charged for using the Services.
- c) If we need to repay any money to you at any time this will normally be paid directly to your bank account using the direct debit details you have provided to us; in the event we do not hold such details, or you request us to send any such payment(s) to you by cheque, then each cheque we issue will be subject to an administration charge of £6 which will be deducted from the amount repayable. Amounts of less than £6 can therefore only be repaid through the BACS system to your bank account.
- d) In the event that you are no longer a Member and there is a credit balance on your account after we have produced a final Bill for all your Services, then we will automatically pay this directly to your bank account unless you have cancelled your direct debit and we no longer hold your bank details on our

system. Where we are unable to pay this money automatically, and are unable to send you a cheque because you have not provided us with a forwarding address, then it is your responsibility to contact us to provide a new address to which we can send a cheque for any net credit due.

- e) In the event of a postal strike or other industrial action which prevents the production and/or delivery of your Bill in a timely fashion, and you have not selected e-billing, we will make it available for you to access online in the Clubhouse; we will make reasonable efforts to notify you of this by email and/or SMS where you have provided such information to us and we hold it on our systems. Making a copy of your Bill available for you to access online (irrespective of whether we have been able to notify you) shall constitute proper notice from us to you of the amount payable, and where you have elected to pay by direct debit it will be collected by us on the due date.
- f) Unless we have acknowledged that there is a valid dispute, a late payment fee of £6 will be included on your next monthly Non-energy Services Bill, in any of the following circumstances:
- the amount of money in your bank or building society account was insufficient to cover a direct debit payment which we tried to collect in respect of your monthly Bill from us; or
  - you cancel your direct debit or change to a new bank account without notifying us; or
  - your payment for a monthly Bill has not reached us by the last Working Day of the month (or the agreed collection date for your direct debit if later) for any reason.

In addition, we reserve the right to pass on any reasonable costs which we incur in the collection of any overdue amount from you, including legal fees, administration costs, credit card commissions and/or agency charges. Please note that certain membership benefits (eg. 'free calls to other Club Members' and Gold Talk bundle benefits) will only be provided if there is a valid direct debit in place when your monthly Bill is being calculated.

- g) Where you provide us with a deposit and we are required to pay interest thereon in accordance with any statute or applicable regulations, such interest will be calculated on a simple basis at the Barclays Bank Base Rate, as varied from time to time. Deposits will be held for a minimum of 12 months after which they will be repaid to you upon request (subject to a satisfactory payment history on your account) together with any accrued interest to which you may be entitled. If you have terminated all your Services, upon request the deposit will be returned to you, together with any accrued interest to which you may be entitled. In either case we are entitled to use any deposit we are holding to pay off (in part or in full) any charges you owe us for any Services which are overdue (which may include early termination and administrative fees), unless you have informed us of reasonable grounds for disputing such charges, in which case we shall provide reasonable justification prior to making such deductions.
- h) We reserve the right to waive or reduce any charge(s) we are entitled to make at any time and without notice.
- i) New customers may be asked to provide satisfactory proof of age and/or address, and/or to pay a deposit, and/or may be subjected to a credit check using an external agency.

## Equipment

- a) You agree to look after any of our Equipment in your Property and follow any reasonable instructions that we may give you about the Services, including giving us access to your Property. If you have not done so, and the Equipment is damaged, you will have to pay us for any repair or replacement.
- b) We reserve the right to charge for the following items (if provided by us free of charge to enable you to use the Services) at the rates shown, if the relevant Service is disconnected within 12 months of the date on which the Equipment was supplied, and the Equipment is not returned to us within 30 days of the Service being disconnected: Smart Boxes (£30); USB Adaptors (£15); Internet Phone adaptors (£35).

## Your Data

- a) Your data will be held securely and will not be disclosed to third

- parties for their marketing purposes. We, or one of our Authorised Distributors, may contact you in future to give you information about any of our Services which we believe may save you money or otherwise be of interest to you, unless you have informed us that you prefer not to receive this information.
- b) We may use the information held by credit reference agencies to help make credit decisions or for fraud prevention. We may disclose information about you and your account to credit reference agencies. Such agencies can share this information with their customers. In addition, we may pass these details to other people in relation to enquiries concerning the prevention and detection of crime or the apprehension or prosecution of offenders or as may be required by law or legal proceedings.
- c) If you would like copies of any personal information that we hold about you, please write to the Correspondence Department, Utility Warehouse detailing what type of information you would like us to provide. There is a charge of £10 to cover our administration costs for a Subject Access Request.
- d) For full details of how we use your data, please see the Privacy Policy available on our website [www.utilitywarehouse.co.uk](http://www.utilitywarehouse.co.uk).

## Moving Home

We provide our Services in good faith based on the information you have given us (including the supply address). In the event that you move home without informing us and providing a forwarding address at which we can contact you, you will remain liable for all charges associated with any Services being provided to your previous address until we have been properly notified that you are no longer living there. We also reserve the right to end any Service we have been providing to you, without notice, in such circumstances and we will not be liable for any resulting loss, damage or inconvenience. You will be liable for any associated charges if Services are ended under this clause.

## Circumstances beyond our Control

We shall not be liable to you for any failure to deliver any of the Services or for any breach by us of these Agreements, where such failure or breach is due to a reason outside our reasonable control, including, but not limited to, failure of a third party telecommunications provider, lightning, exceptionally severe weather, fire, explosion, war, riots, industrial disputes, acts of terrorism, government action or regulation or national or local emergency; if such failure to deliver continues for more than three months after the commencement of such failure, then you may terminate the affected Service by giving us notice in writing.

## Complaints

- a) Please see our website at [www.utilitywarehouse.co.uk](http://www.utilitywarehouse.co.uk) for our full complaint handling procedures.
- b) If you are not satisfied with any part of your service, please call our Customer Service Team on 0800 781 7777 or email [memberservices@uwdc.co.uk](mailto:memberservices@uwdc.co.uk). We will assess your complaint and do all we reasonably can to resolve this situation to your satisfaction. If you are still not happy please ask to speak to a manager or write to our Customer Service Manager, Michael Richards.
- c) If you are still not satisfied, you should write to our Chief Executive's Office at Network HQ, 333 Edgware Road, London, NW9 6TD.

## Miscellaneous

- a) Where a Service, tariff, price plan or membership level is no longer available to new customers, the specific terms associated with it may no longer be included in our current range of marketing materials (including these Terms and Conditions). Unless you have been notified by us of a change to those terms (including any pricing), the Terms and Conditions which applied at the time it was originally provided to you (but subject to any subsequent amendments notified to you) shall continue in full force and effect while we continue to provide that Service, tariff, price plan or membership level to you.
- b) We may assign or transfer any of our rights under this Agreement, so far as we are permitted by any relevant statutory or regulatory provision, to any other person or company. We may transfer any of our responsibilities to any other licensed

supplier. We will inform you as soon as we reasonably can if we transfer any of our rights or responsibilities. We may also subcontract anything we have agreed to do under this Agreement, but we will remain responsible for our subcontractors. You may not assign or transfer your rights or liabilities to anyone else unless we have agreed in writing beforehand.

- c) Failure by either of us to enforce our rights under these Agreements shall not prevent the other from taking further action. If either party waives a breach of these Agreements that waiver is limited to that particular breach. If any part, term or provision of these Agreements is held to be illegal or unenforceable, the validity or enforceability of any remaining terms will not be affected.
- d) If you telephone us, or if we telephone you, your call may be monitored or recorded.
- e) Unless you have specifically asked us not to do so, we will register your Home Phone number(s) with the Telephone Preference Service (TPS) to protect you from unwanted sales calls.
- f) The headings in this Agreement are inserted for reference only and shall not affect the interpretation of these Terms and Conditions. Where applicable throughout the literature we publish, the terms 'we' and 'our' include references to other companies, their networks and equipment which we use in order to make our Services available to you.
- g) These Agreements are governed by the laws of England where your home address is located in England, Wales or Northern Ireland, and by Scottish law where your address is located in Scotland.
- h) If you are a consumer, the terms of this Agreement will not affect any rights which you may have under any Act of Parliament and which cannot be excluded by agreement. If you have any doubts about your statutory rights, please contact your local Trading Standards department or Citizens Advice Bureau.

## Home Phone (including Internet Phone and FreeCall app) and Broadband (excluding Mobile Broadband)

These Terms and Conditions constitute an agreement ('Agreement') between you, the end user, and Telecom Plus PLC trading as the Utility Warehouse. You should read these terms carefully. By using either the Home Phone service or the Broadband service, you will be deemed to have accepted, and will be bound by, these Terms and Conditions.

### 1. DEFINITIONS

- a) 'we' or 'us' means Telecom Plus PLC trading as the Utility Warehouse.
- b) 'Bill' means the monthly invoice you will receive for Non-energy Services supplied by Telecom Plus PLC under the Utility Warehouse brand.
- c) 'Designated User' means any person(s) that you authorise as users of your Broadband service.
- d) 'Home Phone service(s)' means the basic two way communication service via whichever carriers or networks we may elect to use from time to time and such other Services as may be made available to you by us from time to time, and shall include our Internet Phone and FreeCall services where applicable.
- e) 'Broadband service(s)' means the use of online information, communication and other services provided by us, (but excluding hosted wclubb.net email accounts), and access to information and services provided by third parties, on the internet, where we are providing a fixed line broadband connection.
- f) 'Software' means the use of the software programme(s) provided by us or by third parties that are associated with the Broadband service.
- g) 'Accompanying Material' means any documentation provided by us that is associated with the Broadband service.
- h) 'Cable Customer' means a customer whose fixed landline is supplied by Virgin Media or Kingston Communications ('KC').
- i) 'CPS' means Carrier Pre Selection.
- j) 'HPLR' means Home Phone Line Rental.

### 2. COMMENCEMENT AND DURATION

- a) This Agreement is entered into on the date that you agree to the

terms that we offer you (whether by accepting them online or verbally via our Customer Services or Sales team) and will continue indefinitely thereafter unless cancelled by us in accordance with clause 2 (b) below or by you in accordance with your Early Cancellation Rights (see page 27) or by either of us giving one calendar month's notice to the other at any time, or in accordance with clause 11. The Commencement Date for any Service shall be the date that such Service is made available to you.

- b) We reserve the right to cancel this Agreement prior to the Commencement Date and at our sole discretion where we have any commercial, technical or operational reasons for not providing you with the Service(s) and you shall not be entitled to compensation of any form whatsoever where we have exercised this right in respect of our failure to supply the Service(s) or otherwise.
- c) Where HPLR is being provided, the monthly line rental (including the cost of any associated Value Calling Features) will commence on the date your line(s) are transferred to us from your current supplier, or in respect of a new line the date on which it is connected by us, irrespective of when you choose to start using the Home Phone service. Where Home Phone is being provided without line rental (eg. to Cable Customers), the monthly service charge will commence on the first day of the month following the month in which the Service went live. The monthly line rental for our Internet Phone service will commence 48 hours after we dispatch the Equipment to you, unless you have informed us that you have not received the Equipment, or on the date that you start using the Service if earlier. The monthly charge for your fixed line Broadband service will commence on the date we make this Service available for you to use. In the event your fixed line Broadband service from us is terminated at any time for any reason, then you will need to pay a disconnection charge of £10. For the avoidance of doubt, this disconnection charge is in addition to any charges which may be payable where we have provided you with any free Equipment. Where our Broadband Ultra service is being provided the monthly line rental will commence on the date that an engineer visits your property to install the Equipment and provision the Service. In the event that you are taking our HPLR service and our fixed line Broadband service and your HPLR service is cancelled for any reason, your fixed line Broadband service will be subject to an ongoing surcharge of up to £3 per month while we continue to make this Service available for you to use

### 3. THE SERVICES

- a) You must pay us all charges relating to your use of the Service(s) from the Commencement Date in accordance with our published tariff; payment is due no later than the end of the month in which that Bill is produced.
- b) We will use reasonable efforts to make the Service(s) available but owing to the nature of communication networks we are unable to guarantee to provide a fault free service; the quality of the Service(s) depends on both the communication network to which you are connected and also on other communication networks to which the person you may be calling is connected. The Service(s) might be adversely affected by too many people trying to use the network at the same time. If a fault occurs you should report the fault by telephone, email or in writing to our technical support team.
- c) We may use whichever network(s) we consider appropriate to supply these Services to you, and may change the network(s) we are using at any time and without notice provided this does not affect the price(s) which we are charging you. We may suspend the Service(s), including for scheduled periods of downtime, where necessary for operational reasons such as repair, maintenance or improvement of the Service(s) or because of an emergency. Except in the event of an emergency, we will try to give you as much notice as possible of any periods of scheduled downtime of the Service(s) by sending an email to the email address you have provided to us in order to contact you or by any other reasonable means. We will restore the Service(s) after suspension as soon as we reasonably can.
- d) Any phone or other equipment used by you to access the Service(s) must be lawfully approved for connection. You must not use the Service(s) for any improper or unlawful purpose. You must comply with any instructions we give you about the

- Service(s).
- e) We cannot be responsible for any fraudulent or unauthorised calls made on your Service(s) or for the proper safeguarding or security of your Service(s).
  - f) We may set a credit limit on the value of the call or data charges you can incur using the Service(s) at any time. As our billing system is not updated instantly when you make a call or use data, you may exceed any such credit limit, but if this happens, you will still be liable for all relevant charges.
  - g) If at any time we have reason to believe any amount due from you may not be paid, or if your call or data usage in any month is materially greater than any Bill previously paid to us by you, we may ask for a reasonable deposit to be used as security.
  - h) Any fixed monthly charges will be billed up to the end of the month in which the Bill is produced, and any call charges will be billed monthly in arrears; this means that the first Bill that you receive could include up to seven weeks of your fixed monthly charges, calculated on a pro-rata basis.
4. HOME PHONE SERVICE
- a) If we are providing a voicemail service, then in the interest of all users, we may limit the number and duration of messages that can be left on your voicemail service. Please note that confidentiality of messages cannot be guaranteed. You must not record an abusive, defamatory, or obscene greeting message; if you do so, we may change it without notice or withdraw your voicemail facility at our discretion.
  - b) If you have asked us to supply our Home Phone service, we will take such actions as are necessary to enable us to take over responsibility for providing your entire telephone service (calls and line rental) where technically possible. This may include acting as your agent in implementing the introduction of CPS on your fixed line(s) using whichever carrier(s) we may nominate from time to time and to notify BT accordingly on your behalf, instructing BT to transfer responsibility for managing your phone line(s) to us, and/or transferring or connecting your line to our Main (LLU) network. Once your line rental is being provided by us and CPS has been provisioned (where applicable), you will no longer receive any of BT's residential discount schemes. Under no circumstances will we accept liability for the cost of any calls charged to you in future by any other supplier(s). CPS is not available to Cable Customers.
  - c) If your phone line is being transferred to our Main (LLU) network there will be an interruption to your Home Phone and/or Broadband service on the date of your connection which typically lasts up to an hour; any Value Calling Features being provided by your previous supplier will be lost and only Value Calling Features specifically requested by you will be provided. If your phone line is remaining on our Extended (BT) network, then any Value Calling Features being provided by your previous supplier will be transferred automatically (where technically possible), and will be charged by us in accordance with our published tariff; where we do not offer an identical service, the nearest comparable service will be provided. If you have selected any Value Calling Features in your application (whether online or verbally via our Customer Service or Sales Teams), then these will be supplied in addition to those previously being supplied to you.
  - d) HPLR will be provided to all new Home Phone customers (where technically possible) after we have successfully arranged for CPS to be implemented on your line(s) (excludes Cable and BT Featureline) and to customers connected previously who have asked us to provide this Service. If we are providing our Home Phone service, and your line rental is being provided by another supplier, then we will charge you a fixed monthly service fee of £3 per line and each such line will also be subject to a £4 minimum monthly call spend; if the monthly cost of your calls on any such number is less than £4 then you will be charged the minimum monthly call spend for that line. For the avoidance of doubt, this service fee and minimum monthly call spend do not apply to Internet Phone lines or the FreeCall app.
  - e) Up to four Smart Boxes are supplied free of charge as required to customers where CPS cannot be provided for technical reasons; customers using these should be aware that calls made from any phone not plugged directly into a Smart Box will route to whoever is providing your line rental service at that time. Any additional Smart Boxes may be subject to a connection charge of £9.99 each.
  - f) If we are providing our HPLR service and you subsequently decide you want your telephone calls routed automatically by CPS to another company you must notify us beforehand; in such circumstances (and while we continue to provide HPLR to you without also routing your calls using CPS), the price we charge for your line rental will increase by £3 per line per month. If we have not received such notification, and we become aware that all your telephone calls are no longer being routed to us, we may send a further request to BT on your behalf to ensure CPS has been correctly implemented in accordance with your prior instructions to us.
  - g) If we are providing our HPLR service, then in the event your line develops a fault, we will work on any problem that is reported to us as quickly as possible. This may require a network engineer to visit your home, and you must provide reasonable access to enable the necessary work to be carried out. This work will be carried out free of charge unless the fault is in your home's internal wiring or any equipment you have been using, in which case you will be charged by us at our standard call out rates. You will not be entitled to any compensation for loss, damage, inconvenience or additional costs you may incur resulting from any technical problems with your line other than as set out under clause 9(b) below.
  - h) All free calls (including those made using our 'Peak Saver' Call Discount Option) are subject to a maximum of 200 different numbers being called during any calendar month; if this limit is exceeded, we reserve the right to charge for all calls to any additional numbers at our published rate for a peak local/national call.
  - i) If you have ordered our Internet Phone service, the connection charge of £50 will be shown on your first monthly Bill. If you have ordered two Internet Phone lines, then you will benefit from free connection on the second line. If your Broadband service is being supplied by another provider, then you are responsible for ensuring you have a compatible router to enable you to use this Service. The standard line rental charge for each Internet Phone line will be increased by an extra £2 per month if you are not taking both Home Phone Line Rental and a landline Broadband service from us. Value Calling Features are not available on our Internet Phone service.
  - j) If you paid in advance for a new line to be installed, the new line will be subject to a minimum contract term of 12 months; an early termination fee of £3 for each remaining month (or part thereof) will be charged if this Service is cancelled within the minimum contract term. If you asked us to spread the new line installation charge over 24 months, then the new line will be subject to a minimum contract term of 24 months; if the Service is cancelled within the minimum contract term, in addition to an early termination fee of £3 for each remaining month (or part thereof), you will be charged for the balance of any connection charge still outstanding. In the event that you cancel your request for a new line before it has been installed you will be liable for any costs that have already been incurred by us. Our Home Phone service will be provided automatically on any new line we install for you. We are not responsible for the failure of any directory enquiry service to include or exclude any new number(s). Standard Care maintenance is included with all new lines, which can only be upgraded on a line on our Extended (BT) network.
  - k) The charges for the Service(s) contained in your monthly Bill will be calculated using data recorded by the carriers and networks which we use, and not from any data recorded by you. In the event of any dispute, the call data record from the carrier or network shall be deemed to be conclusive evidence of that usage. You are responsible for all call charges made on your Service(s), howsoever arising and whether or not such calls were made with your authority or knowledge.
5. BROADBAND SERVICE
- a) Our fixed line Broadband service is only available on lines which are connected directly to a local BT exchange.
  - b) Our fixed line Broadband service is only available if we are also supplying your Home Phone line rental.
  - c) We offer three Standard Broadband options; availability of these to you is dependent on whether the exchange your phone line is connected to is on our Main (LLU) network, and whether that

exchange supports our high-speed Ultra broadband option; if you have applied for Standard Broadband and you are not connected to an exchange on our Main (LLU) network then you will be connected instead (where technically possible) to our Extended (BT) network, which is subject to a surcharge and does not include unlimited data, as shown in our published tariff.

- d) Save where provided by us, you are responsible for providing a suitable PC, modem, router (if applicable) and any other items of hardware or communications equipment necessary to enable you to access the Broadband service. If you already have a broadband service from another provider, then you may need to obtain a Migration Authorisation Code (MAC) from them before we can provide our Broadband service to you.
  - e) If we have supplied a wireless router to you which develops a fault within 12 months, then we will provide a replacement free of charge using recorded delivery within 14 days or we will charge you £20 on your next monthly Bill. If you need a replacement router after your 12 month warranty has expired, we can supply one to you for £20 (plus £5.99 postage & packing). Please note that any warranty replacements provided are guaranteed for the balance of the original warranty period of the initial wireless router that we supplied to you. Customers paying an additional charge for their wireless router of £1.25 per month benefit from a lifetime warranty on their router while they continue to pay the additional monthly charge; they will not be charged the standard £5.99 postage & packing charge if they need a replacement, but must still return the faulty router to us at their own expense using recorded delivery within 14 days or we will charge them £20 on their next monthly Bill.
  - f) The provision of ADSL on a fixed telephone line in order to use one of our Broadband services is subject to availability. If we cannot provide our Broadband service on your line, we will speed or withdraw service from you where we have reasonable cause to believe the Broadband service is being used for any such prohibited purpose, at our sole discretion.
  - g) You agree not to publish using our Broadband service any information, software or other content which violates or infringes upon the rights of any others or which we consider to be offensive, abusive, indecent, defamatory, obscene or otherwise unlawful.
  - h) We do not engage in the active screening of online material and will be entitled, but shall not be obliged, to edit or delete any information, software or such other content which you or anyone using your Broadband service may place online at any time at our sole discretion.
  - i) You are solely responsible for evaluating the accuracy and completeness of any content that may appear online and the value and integrity of any goods and services offered by third parties.
  - j) We do not generally monitor the content of information sent and received using the Broadband service, however we reserve the right to do so if we consider it to be necessary.
  - k) We may require you to change your Domain Names, URL or email address and we may suspend your Broadband service if we reasonably believe that any Domain Name, URL or email address you are using is, or is likely to be, offensive, abusive, indecent, defamatory or obscene or otherwise in breach of any term of this Agreement.
6. REGISTRATION FOR BROADBAND SERVICE
- a) In order to register for our Broadband service, set up an account and to identify authorised Designated Users you must be at least 18 years of age. You acknowledge that you are aware that areas accessible on or through the Broadband service may contain material that is unsuitable for persons under 18 years of age and you agree to supervise usage of the internet by any minors who you permit to use the Broadband service.
  - b) You confirm and warrant that all the information supplied by you when you register for the Broadband service is true, complete and accurate in all respects and you agree to notify us immediately of any changes to that information.
  - c) You are responsible for ensuring that no unauthorised access is obtained to the Broadband service through your account.
  - d) You will be entirely liable for all activities conducted and charges incurred through your account whether by you or by any other person, whether acting with your knowledge and consent or otherwise.

- e) In order to access the internet using an ADSL broadband connection you will be issued a unique user name and password.
- f) To establish additional email accounts, you will need to select your own email address(es) and password(s). You are responsible for the security and proper use of all these passwords and must take all necessary steps to ensure these passwords are kept confidential, used properly and not disclosed to unauthorised people.
- g) If you have subscribed for a free email account, and do not access it at least once within any consecutive period of 90 days, and any emails therein.
- h) You must inform us immediately if you have any reason to believe that any password has become known to someone not authorised to use it or if any password is being or is likely to be used in an unauthorised way.
- i) If we have reason to believe that there is likely to be a breach of security or misuse of the Broadband service we may change any or all of your passwords and notify you accordingly.
- j) If you forget any password, you may contact our Customer Services Team. Subject to satisfying the security checks in operation, you will be given a new password to enable you to use the Broadband service.

## 7. BROADBAND ULTRA SERVICE

- a) Our Broadband Ultra service is only available on phone lines which are connected to a local BT exchange that has been upgraded.
- b) Our Broadband Ultra service is only available if we are already providing you with our Home Phone service and Broadband Standard service on a line that is connected to an exchange on our Main (LLU) network. For the avoidance of doubt, if your HPLR service is disconnected at any time your Broadband Ultra service will be automatically terminated and you will be required to pay any early termination fees that may apply.
- c) When we process your application for Broadband Ultra we will provide you with an estimate of the download speed that we expect your Service to achieve. If the estimate is below the minimum download speed stated for Broadband Ultra we will not continue with your application.
- d) The installation charge for Broadband Ultra will be shown on your next monthly Bill from us.
- e) We will arrange a convenient appointment time for an engineer to visit your Property to install and set up the necessary Equipment for the provision of Broadband Ultra, including but not limited to a modem. If we have to reschedule an appointment we will try to do so as soon as reasonably possible. We will not be responsible to you for any delay in keeping appointments or if we have to reschedule an appointment. Please note that BT may contact you directly in relation to your appointment.
- f) If you cancel an appointment less than two Working Days before the agreed appointment time, or if the engineer is unable to gain access to your Property or to any equipment at the agreed appointment time, you will be required to pay a missed appointment charge.
- g) During installation the engineer will disconnect your phone line which will temporarily disrupt your Home Phone service and Broadband service.
- h) You must have a fibre compatible n-range router (of equivalent specification to the type we provide free of charge on request to Standard Broadband customers) to use our Ultra service. We cannot guarantee that the Service will work if you are using a router that we have not supplied.
- i) During installation the engineer may have to move the location of the telephone master socket within your Property as well as install additional wiring. There must be a responsible adult present in your home who is authorised to make decisions regarding the location and installation of such equipment. If you do not consent to the change in location of the telephone master socket or the installation of additional wiring the engineer will cease the installation of Broadband Ultra and you will be charged a fee to cover our reasonable costs. You will remain on our Standard Broadband service.
- j) As part of the installation, you will be responsible for connecting the equipment BT install to your wireless router. You will need to make sure your wireless router is set to fibre mode in order for the Service to work.

- k) If upon testing the download speed does not reach the minimum speed stated for Broadband Ultra, then we will be unable to provide the Service to you. In these circumstances the engineer will remove all Equipment relating to Broadband Ultra and you will not be charged the installation fee.
- l) It may take up to two weeks from the date of installation for the speed of your Broadband Ultra service to stabilise.
- m) Broadband Ultra is subject to a minimum 18 month contract term and 30 days' notice thereafter. If the Service is disconnected for any reason within the minimum contract term, you may incur further charges relating to the termination of your Home Phone and Broadband service; this is in addition to the standard £10 Broadband service disconnection charge and an early termination fee equal to the total of the monthly subscription charges payable for the remaining months (or parts thereof) of your contract, subject to a maximum of £150.
- n) If you are moving house and wish to retain your Broadband Ultra service, you will only be able to do so if the local BT exchange at your new home has been upgraded. You will be required to pay an installation fee relating to the costs we incur in providing this Service at your new home. We may not be able to transfer your Service and will not be liable to you in this instance. If you do not wish to transfer Broadband Ultra to your new home, or are unable to do so, you will be required to pay any early termination fees that may apply.
8. PAYMENT
- a) Our Membership Booklet and website contain details of the different Services available and the charges associated with using them, which may include a rental charge for Equipment you have asked us to provide. Details of all our other charges are available on request.
- b) You must pay us the monthly line rental (or other periodic) charges (billed in arrears, in advance or on a current month basis as we shall advise), for chargeable calls (billed after the calls are made) and any other charges in respect of the Service(s) provided to you or someone else using the Equipment. All calls are charged in accordance with our published tariff. Call setup charges do not apply to free or fixed price calls.
- c) Unless specifically notified to the contrary, fixed monthly charges will (where applicable) be incurred from the day on which the relevant Service is made available for you to use.
- d) All fees and charges must be paid by you no later than the last Working Day of the month in which the Bill was produced (or by the agreed collection date for your direct debit if later). By completing our direct debit form you agree to pay charges in connection with the Service(s) by direct debit and authorise us to deduct each month sufficient funds from your nominated bank or building society account to pay for the Service(s) requested and/or used by you each month.
- e) All charges on your Bill are calculated exclusive of VAT; VAT (at the applicable rate for each type of Service) will then be added to the ex. VAT amounts shown. VAT is applied to the ex. VAT total of all charges for each Service and is mathematically rounded to the nearest penny.
9. SUSPENSION OF THE SERVICES
- a) At our sole discretion, we can suspend or disconnect the provision of the Service(s) immediately, without telling you and without notice if:
- we believe you are using the Service(s) in an unauthorised way or for criminal activities or for the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing nature;
  - you fail to pay any charges billed by us to you by the due date (unless we have agreed to waive or accept late payment thereof) or commit any other substantive breach of this Agreement;
  - your credit limit is exceeded;
  - we are aware or have reason to believe that this Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of the Equipment is taking place;
  - we have reasonable grounds for believing you may not pay any amount(s) that are, or may become, due from you;
  - your phone number is being advertised in or on a public phone box or other public space for solicitation purposes;
  - your direct debit instruction is refused or cancelled;
  - you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks or the Service(s);
  - another company which is responsible for supplying your fixed line (eg. a Cable network) suspends or terminates service on the line being used by us to provide our Services; or
  - there are reasons outside of our control. In the above cases this Agreement does not come to an end and you are still liable for any minimum call charges and all monthly (or other periodic) charges due during any period of suspension.
- In certain of the above circumstances, all outbound calls may be routed directly to our overdue account team in which case you will hear an automated announcement advising you of the reason why your call could not be completed as dialled; if you have arranged call forwarding on your line, then we cannot accept responsibility for any loss or embarrassment caused to you in the event that someone calling your number also hears this message when their call is forwarded. Any stored voicemail greetings or messages may be lost.
- b) If you are unable to use all of the Service(s) for a continuous period of 24 hours because:
- there is a technical failure of the networks or the Service(s);
  - the networks or the Service(s) are being tested, modified or maintained; or
  - access is denied to us
- you will receive a credit against your monthly (or other periodic) charge, which will represent that part of the monthly (or other periodic) charge relating to the period of suspension or failure. For your Home Phone service, any such line rental credit is only payable in respect of the period commencing 48 hours after any fault has been reported to us by you, and provided you continue to notify us no less frequently than 48 hours thereafter until such time as the reported fault has been repaired.
10. VARIATION OF CHARGES AND TERMS
- a) We reserve the right to increase or decrease our charges and/or introduce new charges from time to time. If we increase any of our charges and we believe that increase is likely to be to your significant disadvantage (ie. an overall increase in excess of the rate of the Retail Price Index for the period since those charges were last updated by us, to the total amount we are currently charging you for this Service), we will give you at least 14 days' prior notice; in such circumstances, except where the increase results substantially from a regulatory or tax change, you may cancel the Service to which the increase relates with immediate effect by notifying us before any such increase takes effect. If you have not notified us that you wish to cancel during this period, you will be deemed to have accepted the variation.
- b) We shall be entitled to use a different network or carrier to provide the Service(s) from time to time, or to discontinue or modify any aspect of the Service(s) at any time. Any material modification will be notified to you; by continuing to use the Service(s) following any such modification, you will be deemed to have accepted such modification.
11. ENDING OF THIS AGREEMENT
- a) You may cancel any Service(s) with immediate effect and without penalty by notifying us within 14 days of entering into this Agreement, however you will still be liable for any installation costs and costs you have incurred in using the Services in the meantime.
- b) You may notify us that you wish to end this Agreement immediately if:
- we have committed a material breach of this Agreement and fail to put it right within 14 days of you asking us to do so;
  - all of the Services are permanently no longer available to you; or
  - you choose not to pay a deposit which we have requested in accordance with this Agreement, however in this circumstance you must either return any Equipment to us in good condition or pay the early termination fee(s).
- c) We may end this Agreement immediately by writing to you if:
- you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of

- the networks or the Service(s);
  - you become bankrupt or make any arrangement with creditors or go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets;
  - you commit a breach of this Agreement (eg. you fail to pay charges on the due date, or to pay us a deposit we have requested in accordance with these terms) and do not put it right within 14 days of being asked by us in writing to do so; or
  - we are no longer able to provide the Service(s) to you on a permanent basis.
- d) If we receive notification from another provider that you have asked them to take over the supply of any Service(s) we are supplying, we will treat the date of that notification as the start of the notice you are required to provide to us.
- e) When this Agreement comes to an end:
- the Equipment will be disconnected;
  - you may not be able to transfer the telephone number(s) you have been using on our Service to another provider;
  - you will have to pay immediately all charges outstanding at disconnection, including any early termination fees;
  - we will repay any deposit you have given us, upon request, but only if you do not owe us any money;
  - you must return to us in good condition (fair wear and tear excepted) any Equipment we have provided to you under this Agreement (excluding wireless routers);
  - if you have received a free wireless router from us and your Broadband service is cancelled within 12 months of the date we made it available for you to use, we will charge you £20 on the next monthly Bill we produce; this reflects the costs we incurred in providing the router to you;
  - if CPS has been enabled by us you will need to notify BT (or another alternative carrier) that you wish your calls to be routed to them, and until CPS has been transferred to a new supplier you will need to prefix all calls with 1280 in order to route them to BT. For the avoidance of doubt, you remain liable for all call charges incurred using our Services both before and after the date of cancellation;
  - if we have received notification that your Service is being transferred to another provider, and you continue using our Service after any notice period has expired, then you will remain responsible for all charges until the Service is actually transferred;
  - if you are using our HPLR or Internet Phone service, the line will be disconnected (unless we have accepted an application from a new customer requesting us to continue providing our Service(s) on that line); and
  - you shall cease all use of any Broadband services and destroy the Software, archival copy and Accompanying Material and if requested confirm to us in writing that you have done so.
  - If we terminate this Agreement with you and provided that you are not in breach of any of these Terms and Conditions we will repay to you on your Bill the appropriate proportion of any usage charges for the Service(s) which you have paid in advance.
- f) You can return any Equipment which you have purchased from us within 14 days of the date it was supplied to you (complete, undamaged and in its original packaging), and receive a full refund of the price which you paid.
- g) If your Broadband service is cancelled for any reason, you will continue to be charged for any phone calls you make and for your fixed line rental (if this is being provided by us) after the cancellation date in accordance with our Home Phone tariff.

## 12. INDEMNITY

- a) You warrant that:
- your use of the Service(s) will not violate any law, regulation or treaty and that such use will not be in breach of the intellectual property rights of any person;
  - your use of the Service(s) may only be for lawful purposes;
  - you shall not use or authorise or permit anyone else to use the Service(s) for any use that is prohibited by these Terms and Conditions, and
  - you warrant that you are entitled to any trademark or name

that you use in any Domain Name(s) URL or email address.

- b) You shall indemnify and hold us harmless against all claims, liabilities, losses, damages, costs and expenses incurred or suffered by us (including, but not limited to claims in respect of defamation, breach of copyright or other intellectual property right infringement) by reason of a breach by you, or any of your Designated Users, of any of your obligations set out in these Terms and Conditions.

## 13. LIABILITY AND EXCLUSIONS

- a) Except as expressly provided in these Terms and Conditions and to the extent permitted by law we exclude all liability whether in contract, tort (including liability for negligence) or otherwise for the accuracy, suitability, quality or completeness of any online content and the value and integrity of goods and services offered by third parties.
- b) We shall not be liable for any indirect or consequential damages whatsoever including, without limitation, damages or losses relating to business profits, lost savings, business interruption, loss of business information or data, missed opportunities, wasted expenditure or other financial loss arising out of the use of the Services, Software or Accompanying Material, even if we or the other party or person has been advised of the possibility of such damages. This does not affect your right to a refund of your monthly (or other periodic) line rental charge in the circumstances described in clause 9(b) above.
- c) We will be liable to you if our negligence causes death or personal injury. For customers using our HPLR service, we also accept responsibility for loss or damage to your physical property arising from our negligence subject to a maximum of £10,000 in any calendar year.
- d) The internet is separate from the Services and use of the internet is at your own risk and subject to any applicable laws or further terms and conditions. We have no responsibility for any goods, services, information, software or any materials you obtain using the internet.
- e) Our Broadband service is available at various speeds. The actual speed you will experience is dependent on whether the equipment in your local BT exchange has been upgraded, the distance of your home from the exchange and a variety of other factors which are outside our control.
- f) There may be occasions when we are unable to provide the Service(s), or the downstream and upstream bandwidth available to you may be reduced, because of something outside of our reasonable control. We will not be liable to you if that is the case, and if you choose to use an alternative internet service provider then we will not be responsible for that provider's charges.
- g) In the event that a line which we have made available to you for any Service(s), whether through transfer, migration or new line installation, has an alarm or any other monitoring system attached, we will not be responsible if that monitoring system should fail due to some technical fault, failure in the line or otherwise.
- h) Our fixed-line Broadband service provides you with free email antivirus and antispaam protection. While we use all reasonable endeavours to keep these updated, we do not accept responsibility for any loss or damage to your software, hardware or data howsoever caused. We strongly advise that you install a suitable firewall/internet security package in order to protect yourself from cyber attack and ensure it is properly configured to prevent unauthorised access to your PC.

## 14. HOME MOVERS

- a) If you move home and ask us to supply our Home Phone service at your new address, then it will be subject to a minimum contract term of 12 months; an early termination fee of £3 for each remaining month (or part thereof) will be charged if this Service is cancelled within the minimum contract term.
- b) Where we have been supplying you with an Internet service on a fixed telephone line for less than 12 months, then in the event that you move to a new address and ask us to provide your Internet service at your new property, we will charge you an administration fee of £15 towards the third party costs we incur in disconnecting the Internet service at your old address.



## 15. COPYRIGHT

The content available on the internet is protected as a collective work under applicable copyright law.

- a) Except as expressly authorised online or in these Terms and Conditions, the copying, redistribution, or publication by you or any of your Designated Users of any such content is prohibited.
- b) Information, software or other content placed by you or any of your Designated Users in any public areas of the internet using the Broadband service grants us the right to copy and otherwise use in connection with the Broadband service, such information, software or other content. Subject to this grant, any rights you may have in such information, software or other content are retained by you.
- c) Copyrighted material must not be placed on the internet without the permission of the owner(s) or person(s) they specifically authorise. Only the owner(s) or such authorised person(s) may upload copyrighted material to the internet using the Broadband service.
- d) Except as expressly provided by copyright law, copying, redistribution, or publication must be with our express permission or the relevant copyright owner, if other than ourselves. Permission must be specified online or obtained directly from us or the relevant copyright owner, if other than ourselves.
- e) Unless otherwise provided, any authorised copying, redistribution, or publication of copyrighted material must be for your own private and personal use and not for any commercial purposes and any changes to or deletion of author attribution or copyright notices are prohibited.

## 16. MISCELLANEOUS

- a) Unless you tell us otherwise, we may disclose your name, address and mobile phone number to third parties in order for them to operate a directory service.
- b) When you use the Service(s), the identity of your telephone number may be sent through the networks so as to be identified to the phone being called. It may be used by us to identify you when calling our Customer Service number, or to divert calls to us for administration and for the investigation of fraud. You may be charged for any diversion.
- c) If your calls are being routed to us by CPS and your line rental continues to be billed by BT, it is your responsibility to ensure you are on the lowest monthly line rental tariff available from BT that meets your requirements.
- d) It is your responsibility to cancel any Call Discount Options previously requested by you which you no longer require.
- e) We may at our sole discretion change the carrier(s) being used to route your call traffic at any time and without notice.
- f) Any phone numbers issued by us do not belong to you. We may change any of these at any time.
- g) There is a special helpline 0208 955 5555 for technical support for the Service(s). Please note that we can only provide technical support relating to our Broadband services (including any line faults which affect your Home Phone service), and cannot assist with any problems you may experience with any hardware used or software installed on your PC, unless provided by us.
- h) We operate a Code of Practice in accordance with Ofcom requirements covering the provision of fixed line telephony services to domestic customers. Free copies are available at [www.utilitywarehouse.co.uk](http://www.utilitywarehouse.co.uk) or by calling our Customer Services Team.
- i) Additional miscellaneous terms which apply to all customers are set out at the front of this document

## CallMe(0800) Freephone

These Terms and Conditions constitute an agreement ('Agreement') between you, the end user, and Telecom Plus PLC trading as the Utility Warehouse. You should read these terms carefully. By using the Service(s) you will be deemed to have accepted, and will be bound, by these Terms and Conditions.

### 1. DEFINITIONS

- a) 'we' or 'us' means Telecom Plus PLC trading as the Utility Warehouse.
- b) 'you' means the customer named in the application (whether online or verbally via our customer service or sales teams).
- c) 'Bill' means the monthly invoice you will receive for Services supplied by Telecom Plus PLC under the Utility Warehouse trading name.
- d) 'Freephone number' shall mean the 0800 telephone number allocated to enable you to use our CallMe(0800) service.

### 2. DURATION

- a) This Agreement will commence on the date that you agree to the terms that we offer you (whether by accepting them online or via our Customer Services or Sales Teams) and will continue thereafter unless cancelled by us in accordance with clause 2(b) below or by you in accordance with your Early Cancellation Rights (see page 27) or by either of us giving one calendar month's written notice to the other at any time.
- b) We reserve the right to cancel this Agreement prior to the allocation of your Freephone number and at our sole discretion where we have any commercial, technical or operational reasons for not providing you with the Service(s) and you shall not be entitled to compensation of any form whatsoever where we have exercised this right in respect of our failure to supply the Service(s) or otherwise.

### 3. THE SERVICES

- a) We will use reasonable efforts to make the Service(s) available but owing to the nature of telecommunications networks it is impossible to provide a fault free service and the quality and coverage of the Service(s) depends on both the telecommunications network to which you are connected and also on other telecommunications networks to which the person who is calling you is connected. The Service(s) might be adversely affected by too many people trying to use the network at the same time, and may fail or require maintenance without notice.
- b) Upon receipt of a telephone call which has been made to the Freephone number allocated to you, we will use all reasonable skill and care to deliver it to the telephone number requested by you in your original application (or as subsequently amended by agreement between us). We will use our reasonable endeavours to implement any change to the telephone number to which your calls are being delivered within three Working Days from receipt of a written request from you. You are responsible for informing us of all changes to the telephone number to which you wish the Service to deliver your calls. In the event that you do not inform us that this telephone number has changed, you will still be liable for all charges associated with the Service.
- c) We may withdraw any Freephone number from you on 30 days' notice if such number has not been used during a period of 90 consecutive days.
- d) We reserve the right to end the Service without notice if we have reason to believe that you no longer own or are no longer using the telephone number to which we are delivering the Service.
- e) You will give us not less than 30 days' written notice prior to television or other mass market advertising of the Freephone number allocated to you, and provide us with a forecast of the expected number of calls. We shall use reasonable endeavours to route the forecast calls in full but we shall not be liable for any failure to route the telephone calls to your line provider, or their failure to route such calls to you.
- f) It is your responsibility to obtain and use any equipment you may need, and to ensure such equipment is approved for use on a public telecommunications network, in order to enable us to provide the Freephone service to you.

- g) In the event you incur costs in printing or advertising the Freephone number allocated to you before such time as you have tested the Freephone number and successfully received a call, that expenditure is at your own risk, and we will not be liable for any losses resulting from difficulties and delays in connecting the Freephone number.
- h) In the event you request us to provide additional routing features or any other Services in addition to our standard Freephone service, we will use our reasonable endeavours to provide them. Any such additional features or services may be subject to both an initial charge and an additional monthly line rental, and it may be necessary to change the Freephone number allocated to you in order to provide the additional features or services you have requested.
- i) You must not use the Service(s) for any improper or unlawful purpose. You must comply with any instructions we give you about the Service(s).
- ii) On connection of the Freephone telephone number allocated to you (or at any time later on), we may set a credit limit on the amount of call charges you may incur. As our billing system is not updated instantly when you make a call, you may exceed the credit limit, but if this happens, you will still be liable for all call charges.
- k) It is unlikely, but we may need to change the Freephone telephone number allocated to you from time to time, or to use a different network or carrier. We will let you know if this is going to affect you.
- l) On connection of the Freephone telephone number allocated to you (or at any time later on), if we have reason to believe any amount due from you may not be paid, or if your call usage in any month is materially greater than any Bill previously paid to us by you, we may ask for a reasonable deposit to be used as security.

### 4. PAYMENT

- a) You must pay to us the connection fee (a once only payment) if applicable, the monthly (or other periodic) line rental charge (billed in advance or in arrears as we shall advise), the call charges (billed after the calls are made) and any other charges in respect of the Service(s) provided to you, which will be billed as we shall advise. All these fees and charges must be paid by you by the last Working Day of the month in which the Bill was produced (or by the agreed collection date for your direct debit if later). By completing our direct debit form you agree to pay charges in connection with the Service(s) by direct debit and authorise us to deduct each month sufficient funds from your nominated bank account to pay for the Service(s) requested and/or used by you each month.
- b) All our charges for the Service(s) are set out in the Tariff section of our Membership Booklet which is available on our website at [www.utilitywarehouse.co.uk](http://www.utilitywarehouse.co.uk) or from us upon request. This may change from time to time and we shall write to you with details of any changes, or notify you of such changes on your monthly Bill.
- c) All calls are charged in increments of one second, rounded up to the nearest whole 1p (excluding VAT) and subject to a minimum call charge as shown in the Tariff section of our Membership Booklet. There is a minimum monthly call spend of £2 (excluding VAT) for each number connected to this Service.

### 5. SUSPENSION OF THE SERVICES

- a) We can suspend the provision of the Service(s) immediately without telling you and without notice if:
  - we believe the Freephone number allocated to you is being used in an unauthorised way or for criminal activities or for the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing nature;
  - you fail to pay any of our charges when due or commit a substantive breach of this Agreement;
  - your credit limit is exceeded;
  - we are aware or have reason to believe that this Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of the Freephone number allocated to you is taking place;
  - we have reasonable grounds for believing that any amount due from you may not be paid;

- your Freephone number is being advertised in or on a public phone box or any other public space for solicitation purposes;
  - your direct debit instruction is refused or cancelled;
  - you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks; or
  - there are reasons outside of our control.
- b) In the above cases this Agreement does not come to an end and you are still liable for all monthly (or other periodic) line rental charges due during any period of suspension. However, if you are unable to use all of the Service(s) for a continuous period of 24 hours because:
- there is a technical failure of the networks;
  - they are being tested, modified or maintained; or
  - access is denied to us you will receive a credit against your monthly (or other periodic) line rental charge, which will represent that part of the monthly (or other periodic) line rental charge relating to the period of suspension.

## 6. VARIATION OF CHARGES AND TERMS

We reserve the right to increase or decrease our charges and/or introduce new charges from time to time. If we increase any of our charges and we believe that increase is likely to be to your significant disadvantage (ie. an overall increase in excess of the rate of the Retail Price Index for the period since those charges were last updated by us, to the total amount we are currently charging you for this Service), we will give you at least 14 days' prior notice, and in such circumstances you may cancel this Agreement with immediate effect by notifying us before any increase takes effect. If you have not notified us that you wish to cancel during this period, you will be deemed to have accepted the variation.

## 7. ENDING OF THIS AGREEMENT

- a) You may cancel this Service with immediate effect and without penalty by notifying us within 14 days of entering into this Agreement, however you will be liable for any costs you have incurred in using the Service in the meantime.
- b) You may end this Agreement immediately by writing to us if:
- we commit a material breach of this Agreement and fail to put it right within 14 days of being notified by you; or
  - all of the Services are permanently no longer available to you.
- c) We may end this Agreement immediately by writing to you if:
- you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks or you become bankrupt or make any arrangement with creditors or go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets;
  - you commit a breach of this Agreement (eg. your failure to pay charges) and do not put it right within 14 days of being notified by us; or
  - we are no longer able to provide the Service(s) to you on a permanent basis.
- d) When this Agreement comes to an end:
- the Freephone number allocated to you will be disconnected and you will no longer be entitled to use it;
  - you will have to pay immediately all charges outstanding at disconnection;
  - if we have received notification that your Service is being transferred to another provider, and you continue using our Service after any notice period has expired, then you will remain responsible for all charges until the Service is actually transferred; and
  - we will repay any deposit you have given us, upon request, but only if you do not owe us any money. You will also receive a credit in respect of any monthly (or other periodic) line rental charge which has been previously charged by us and relates to the period after the date of disconnection.

## 8. LIABILITY AND EXCLUSIONS

We will be liable to you if our negligence causes death or personal injury. In all other circumstances, we will not be liable for loss of profits or revenue, loss of use, lost business or missed opportunities, wasted expenditure or savings you might have made. This does not affect your right to a refund of your monthly

(or other periodic) line rental charge in the circumstances described in clause 5(b). There may be occasions when we are unable to provide the Service(s) because of something outside of our reasonable control. We will not be liable to you if that is the case, and if you choose to use an alternative carrier or network then we will not be responsible for that carrier's charges.

## 9. MISCELLANEOUS

- a) Unless you tell us otherwise, we may disclose your name, address and phone number(s) to third parties in order for them to operate a directory service.
- b) In the event you wish to move the Freephone number to an alternative reseller or carrier and that reseller or carrier confirms to us that he is willing to accept such a transfer, we will charge an administration fee of £25 (plus VAT) which must be paid by you before we will transfer the number.
- c) Additional miscellaneous terms which apply to all customers are set out at the front of this document.

## Mobile Phone (including FreeCall and Mobile Broadband)

These Terms and Conditions constitute an Agreement ('Agreement') between you, the end user, and Telecom Plus PLC trading as the Utility Warehouse. You should read these terms carefully. By using the Service(s) you will be deemed to have accepted, and will be bound by, these Terms and Conditions.

### 1. DEFINITIONS

- a) 'we' or 'us' means Telecom Plus PLC trading as the Utility Warehouse.
- b) 'Bill' means the monthly invoice you will receive for Non-energy Services supplied by Telecom Plus PLC under the Utility Warehouse brand.
- c) 'SIM card' means the Subscriber Identity Module which enables you to use the Mobile services when inserted into a compatible mobile phone.
- d) 'Tariff' shall mean our prices relating to your use of the Service on the Price Plan you are using from time to time, which may include both fixed and variable monthly charges, as published in our Membership Booklet or on our website.

### 2. DURATION

- a) This Agreement will commence on the date that you agree to the terms that we offer you (whether by accepting them online or via our Customer Services or Sales Teams) and will continue thereafter unless cancelled by us in accordance with 2 (b) below or by you in accordance with your Early Cancellation Rights (see page 27) or by either of us giving one calendar month's notice to the other at any time, such notice by you in respect of your Mobile Phone service to expire no earlier than the end of any minimum contract term applicable to the handset you have selected, as set out in our mobile handset guide and/or as otherwise notified to you. The Commencement Date for any Service shall be the date that such Service is made available to you.
- b) We reserve the right to cancel this Agreement prior to any Services going live if you fail to satisfy any required credit checks including any verification of the information provided to us by you, and at our sole discretion where we have any commercial, technical or operational reasons for not providing you with the Service(s) and you shall not be entitled to compensation of any form whatsoever where we have exercised this right in respect of our failure to supply the Service(s) or otherwise.
- c) The monthly line rental for mobiles will commence 48 hours after we dispatch the Equipment to you, unless you have informed us that you have not received the Equipment, or on the date that you start using the Service(s) if earlier. In the month in which you are connected to a mobile price plan which contains an inclusive allowance of free calls and text messages or a data bundle, your monthly allowance for calls and data and the line rental charge will be pro-rated; if the Mobile service is subsequently disconnected for any reason, then you will be allocated the full inclusive allowance for the month in which disconnection has taken place, and will be charged the full monthly line rental and data bundle cost for that calendar month.

3. THE SERVICES
- a) We will use reasonable efforts to make the Service(s) available but owing to the nature of communication networks, it is impossible to provide a fault free service; the quality and coverage of the Service(s) depends on both the communication network to which you are connected and also on other communication networks to which the person you may be calling is connected. We may use whichever network(s) we consider appropriate to supply these Services to you, and may change the network(s) we are using at any time and without notice provided this does not affect the price(s) which we are charging you. The Service(s) might be adversely affected by too many people trying to use the network at the same time, physical features such as buildings and underpasses and by atmospheric conditions or other causes of interference and may fail or require maintenance without notice. For mobile services, any coverage maps are our best estimate but not a guarantee of service coverage which may vary from place to place.
- b) We will use reasonable efforts to obtain access to compatible networks in other countries; we call this 'roaming'. You should bear in mind that your ability to use overseas networks will depend upon the arrangements between the foreign operators and the network we are using to provide the Service(s) from time to time. We do not guarantee the availability of roaming in any overseas country, and if roaming is available, the cost of making or receiving a call will be significantly higher than in the UK.
- c) The SIM card provided by us may have been programmed so that you will not be able to use overseas networks or to make international or premium rate calls; if you want to use the mobile phone to make such calls, then you should call our Customer Services Team. We may agree to make these facilities available after making credit checks and we may ask you to pay a reasonable deposit as security against any monies you may owe us in the future prior to allowing you to make such calls. If you have chosen our 'Budget Control' Option and request us to enable the SIM card for international calls, then the cost of any international calls made on the mobile will be charged on your monthly Bill from us, and will not be deducted from the call credit (if any) available on that mobile; 'Budget Control' is not available to customers using a BlackBerry.
- d) The fixed monthly charges will depend on the price plan you have chosen and whether we have provided a free (or subsidised) handset.
- e) If you are connected to one of our Value price plans, then any fixed monthly charges will be billed up to the end of the month in which the Bill is produced, and any call charges not included within your price plan allowance will be billed monthly in arrears; this means that the first Bill that you receive could include up to seven weeks of your fixed monthly charges, calculated on a pro-rata basis.
- f) If we are providing a voicemail service, then in the interest of other users, we may limit the number and duration of messages that can be left on your voicemail service. Please note that confidentiality of messages cannot be guaranteed. You must not record an abusive, defamatory, or obscene greeting message; if you do so, we may change it without notice or withdraw your voicemail facility at our discretion.
- g) Any phone or other equipment used by you to access the Service(s) must be lawfully approved for connection. You must not use the Service(s) for any improper or unlawful purpose or in a manner which causes a nuisance. You must comply with any instructions we give you about the Service(s). While using your mobile phone, you must not reverse the charges on any telephone call or accept a reverse charge call. This clause also applies to anyone else using the Service(s) with your permission.
- h) Where unlimited free texts or minutes are included in the price plan you have chosen, and you use the Service to text or call more than 200 different numbers in any one calendar month, then this will be deemed by us to constitute business use, and we reserve the right to charge on an individual basis for all texts and calls made during that calendar month at a price of 4p for each text message and 2p per minute for each call, respectively. Any free call is subject to a maximum duration of 75 minutes, after which a charge of 2p per minute will apply to any excess.
- i) If you have selected our ValueMax tariff, then any calls made to calling card, conferencing, or other access platforms and gateways are restricted to a maximum of 1,000 minutes per month in aggregate; any usage in excess of this limit will be charged at a rate of 5p per minute.
- j) We may set a credit limit on the value of the calls, domestic data and/or text message charges you can incur using the Service(s) at any time. As our billing system is not updated instantly when you use the Service, you may exceed any such credit limit, but if this happens, you will still be liable for all charges.
- k) For your protection our mobile phones are supplied with an International and Roaming Bar. If you ask us to lift these, you will be deemed to have agreed to opt out of the EU and Ofcom Roaming Regulations. This means that while we will use our best endeavours to send you a text when we become aware that your spend on roamed data has reached £40, you will be liable for the entire cost of all the roamed data which you use.
- l) If at any time we have reason to believe any amount due from you may not be paid, or if the price of your usage in any month is materially greater than any Bill previously paid to us by you, we may ask for a reasonable deposit to be used as security.
- m) On our ValuePay service:
  - if you have one (or more) ValuePay mobiles and no other Services are being supplied to you by us, then we reserve the right to:
    - (i) produce no further paper Bills for your account;
    - (ii) deduct a service fee of 20% from each top up; and
    - (iii) disconnect the Service if less than £10 has been topped up onto the phone during the previous month or if you have spent less than the minimum call spend and there is insufficient credit on your Service to cover payment of this charge.
  - each ValuePay mobile is subject to a minimum call charge and a minimum monthly call spend as set out on our website; any shortfall will appear as a separate charge on your monthly Bill or be deducted from the credit balance on your SIM(s) at our sole discretion.
- n) If you have selected our 'Budget Control' Option:
  - if you ask to be transferred to a different price plan and/or to cancel 'Budget Control', then this will take place from the first of the following month and you may lose any unused call credit on your number at the time the transfer takes place. We will use reasonable endeavours to identify any such credit balance at the time of transfer that has been lost, and to refund it to you on your next monthly Bill;
  - you can only charge top-ups to your Utility Warehouse account ('pay later top-ups') provided that there is a valid direct debit in place and there is no money outstanding on the account at the time the top-up is requested.
- o) New customers requesting a free handset must provide satisfactory proof of address where we are unable to find them on the electoral roll, and we reserve the right to require a deposit, to refuse to supply any handset(s), or perform a credit check via an external agency at our sole discretion. Such new customers must also provide valid debit or credit card details which are registered at their home address; a handset(s) will not be supplied if this information has not been properly completed or we are unable to validate the payment card details.
- p) Customers using our Mobile service on a 'SIM only' basis should be aware that we are unable to guarantee that the SIM Card we provide will be compatible with your handset. You may need to arrange for your handset to be unlocked before you can use our Service. This is likely to be required if the handset was originally supplied by O2, Orange, Vodafone or '3'.
- q) All calls made using our FreeCall app will be charged using our published Home Phone tariff, and any free local/national call (excluding calls made to other Club Members) will be subject to a minimum call charge of 12p.
- r) If you are using a BlackBerry handset, then a data add-on is required for email and web browsing. If we have supplied the BlackBerry handset to you, on either a free or subsidised basis, then the cost of this add-on will be charged on each monthly Bill that we send you, irrespective of whether it was

- specifically requested by you. If you request a BlackBerry handset from us but do not request a data add-on, then we will automatically provide you with the applicable BlackBerry data add-on for £5 per month; we are unable to provide our Mobile service to BlackBerry handsets without this data add-on.
- s) It is unlikely, but we may need to change your voicemail number, mobile phone number or any other number from time to time, or to use a different network or carrier. We will let you know if this is going to affect you.
- t) Please note that the charges for the Service(s) contained in your monthly statement will be calculated using data recorded by the carriers and networks which we use, and not from any data recorded by you. In the event of any dispute, the call data record from the carrier or network shall be deemed to be conclusive evidence of that usage. You are responsible for all call charges made on your Service(s), howsoever arising and whether or not such calls were made with your authority or knowledge.
- u) We will not charge you for switching between our current Value price plans but you may only do so once in any six month period.
- #### 4. PAYMENT
- a) You must pay us the monthly line rental (or other periodic) charges (billed in arrears, in advance or on a current month basis as we shall advise), for chargeable calls (billed after the calls are made) and any other charges in respect of the Service(s) provided to you or someone else using the Equipment etc. All these fees and charges must be paid by you by the last Working Day of the month in which the Bill was produced (or by the agreed collection date for your direct debit if later). By completing our direct debit form you agree to pay charges in connection with the Service(s) by direct debit and authorise us to deduct each month sufficient funds from your nominated bank or building society account to pay for the Service(s) requested and/or used by you each month.
- b) Our Membership Booklet shows the types of charges most frequently incurred when using the Service(s); details on all our other charges are available on request.
- c) All calls are charged in accordance with the price plan you have chosen. Call setup charges do not apply to free or fixed price calls. All charges on your Bill are shown exclusive of VAT; this will be calculated at the applicable rate for each type of Service and added to the ex. VAT amounts shown. VAT is applied to the ex. VAT total of all charges for each Service and is mathematically rounded to the nearest penny.
- d) To protect both our customers and ourselves from fraud and/or unauthorised use of our Services, all mobile phones will be supplied with an initial credit limit. A reasonable deposit may be required from new customers who need an increase in this limit before a satisfactory trading history with us has been established. We may change this limit at our discretion and without notice.
- #### 5. LOSS OF MOBILE PHONE
- a) If the mobile phone we have provided to you is stolen or if you lose it, please contact us immediately so that we can prevent further calls being made from it; you will be required to pay for any chargeable usage (eg. calls, texts and data) up to the time you notify us.
- b) Replacement Phone Service ('RPS') was available to Members on any new handset provided by us before 16 March 2013; Members who are paying for this protection will continue to receive cover in accordance with the previously published Terms and Conditions of RPS for as long as they continue to pay the applicable monthly charge, but this cover will not be available on any new handsets provided after 16 March 2013, except where the new handset is provided following a valid RPS claim. RPS is separate from, and should not be confused with, the Mobile Phone Protection Scheme available as a free benefit to Gold Status Members whose handset was supplied between March 2013 and 8 November 2013 and to Members eligible for the Gold Talk bundle.
- #### 6. MOBILE BROADBAND SERVICE
- a) Customers who have applied for our Mobile Broadband service may request a Pocket Wireless Router ("PWR") to use with this Service, which is subject to an early termination fee ("ETF") if the Service is cancelled for any reason within 24 months of the Commencement Date. This ETF will be calculated as the number of months remaining until the end of your minimum contract term (rounded up to the nearest number of whole months) multiplied by £4.
- b) You will be charged for any data used (by uploading or downloading) in excess of your monthly allowance at the rates shown in our Tariff Section in the Membership Booklet for Mobile Broadband while on our UK network; using data while roaming overseas is generally very expensive, and customers are advised to restrict such access to essential use only. Any such chargeable data will be billed monthly in arrears.
- c) Early termination fees apply to Mobile Broadband for the duration of the minimum contract term applicable to the tariff you have chosen, as set out in our marketing materials.
- #### 7. SUSPENSION OF THE SERVICES
- a) At our sole discretion, we can suspend or disconnect the provision of the Service(s) immediately, without telling you and without notice if:
- we believe you are using the Service(s) in an unauthorised way, for commercial or business purposes, or for criminal activities or for the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing nature;
  - you fail to pay any charges billed by us to you by the last Working Day of the month (or the agreed collection date for your direct debit if later), unless we have agreed to waive or accept late payment thereof or have committed any other substantive breach of this Agreement;
  - your credit limit is exceeded;
  - we have reason to believe you are using your inclusive call, text or data allowance in a way that breaches any of our Terms and Conditions;
  - we are aware or have reason to believe that this Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of the Equipment is taking place;
  - we have reason to believe the security of the SIM card may be prejudiced;
  - you notify us that the mobile phone has been lost or stolen;
  - we have reasonable grounds for believing you may not pay any amount(s) that are, or may become, due from you;
  - your phone number is being advertised in or on a public phone box or other public space for solicitation purposes;
  - your direct debit instruction is refused or cancelled;
  - you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks or adversely affect the service or Services that we provide to our customers; or
  - there are reasons outside of our control.
- In the above cases this Agreement does not come to an end and you are still liable for any minimum call charges and all monthly (or other periodic) line rental charges due during any period of suspension. In certain of the above circumstances, all outbound calls may be routed directly to our overdue account team in which case you will hear an automated announcement advising you of the reason why your call could not be completed as dialled; if you have arranged call forwarding on your line, then we cannot accept responsibility for any loss or embarrassment caused to you in the event that someone calling your number also hears this message when their call is forwarded. Any stored voicemail greetings or messages may be lost.
- b) If you are unable to use all of the Services for a continuous period of 24 hours because:
- there is a technical failure of the networks;
  - they are being tested, modified or maintained; or
  - access is denied to us
- you will receive a credit against your monthly (or other periodic) line rental charge, which will represent that part of the monthly (or other periodic) line rental charge relating to the period of suspension or failure.
- c) If you are on a mobile price plan which includes a bundled call allowance at a fixed monthly charge, we reserve the right to suspend or disconnect your Mobile service immediately and without notice in the event:

- we are notified that your direct debit has been cancelled (unless you have previously informed us that you are changing your banking arrangements and have provided us with details of your new bank account);
  - a direct debit request we make is rejected by your bank for any reason;
  - we are unable to establish a direct debit authority using the bank details you have provided to us at any time; or
  - any Bill we send you has not been paid in full by the last Working Day of the month in which it was issued (or by the agreed collection date for your direct debit if later).
- In the above cases, any unused 'Budget Control' call credit on Mobile services will be lost.

#### 8. VARIATION OF CHARGES

We reserve the right to increase or decrease our charges and/or introduce new charges from time to time, although we will not increase the monthly charge for the price plan you have chosen or your agreed monthly handset charge until any applicable minimum contract term has expired, unless there has been a regulatory change which affects the cost of us providing the Service to you or an increase in the rate of VAT. If we increase any of our charges and we believe that increase is likely to be to your significant disadvantage (ie. an overall increase in excess of the rate of the Retail Price Index for the period since those charges were last updated by us, to the total amount we are currently charging you for this Service), we will give you at least 14 days' prior notice; in such circumstances, except where the increase results substantially from a regulatory or tax change, you may cancel the Service to which the increase relates with immediate effect by notifying us before any such increase takes effect. If you have not notified us that you wish to cancel during this period, you will be deemed to have accepted the variation.

#### 9. ENDING OF THIS AGREEMENT

- a) You may cancel any Service(s) with immediate effect and without penalty by notifying us within 14 days of entering into this Agreement however you will still be liable for any costs you have incurred in using the Services in the meantime.
- b) You may notify us that you wish to end this Agreement immediately if:
  - we have committed a material breach of this Agreement and fail to put it right within 14 days of you asking us to do so in writing; or
  - all of the Services are permanently no longer available to you; or
  - you choose not to pay a deposit which we have requested in accordance with this Agreement, however in this circumstance you must either return any Equipment to us in good condition or pay the early termination fee(s).
- c) We may end this Agreement immediately by writing to you if:
  - you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks; or
  - you become bankrupt or make any arrangement with creditors or go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets; or
  - you commit a breach of this Agreement (eg. you fail to pay charges on the due date, or to pay us a deposit we have requested in accordance with these terms) and do not put it right within 14 days of being asked by us in writing to do so; or
  - we are no longer able to provide the Services to you on a permanent basis.
- d) If we receive notification from another provider that you have asked them to take over the supply of any Service(s) we are supplying, we will treat the date of that notification as the start of the notice you are required to provide to us.
- e) When this Agreement comes to an end:
  - the Equipment will be disconnected;
  - you may not be able to transfer the telephone number(s) you have been using on our Service to another provider;
  - you will have to pay immediately all charges outstanding at disconnection, including any early termination fees in accordance with clause 11 below;
  - we will repay any deposit you have given us, upon request, but only if you do not owe us any money; and

- if we have received notification that your Service is being transferred to another provider, and you continue using our Service after any notice period has expired, then you will remain responsible for all charges until the Service is actually transferred.
- f) You can return, at your risk and at your expense, any Equipment which you have received from us within 14 days of the date it was supplied to you (complete, undamaged and in its original packaging), and we will cancel the unexpired balance of any minimum term contract on that Equipment without penalty; please note that this does not include any replacement Equipment supplied by us under warranty or pursuant to the terms of our Mobile Phone Protection Scheme or Replacement Phone Service.

#### 10. LIABILITY AND EXCLUSIONS

We will be liable to you if our negligence causes death or personal injury. In all other circumstances, we will not be liable for loss of profits or revenue, loss of use, lost business or missed opportunities, wasted expenditure or savings you might have made. This does not affect your right to a refund of your monthly (or other periodic) line rental charge in the circumstances described in clause 7(b) above. There may be occasions when we are unable to provide the Services because of something outside of our reasonable control. We will not be liable to you if that is the case, and if you choose to use an alternative carrier or network then we will not be responsible for that carrier's charges.

#### 11. MINIMUM CONTRACT TERM (if applicable)

- a) In exchange for entering into a minimum contract term, mobile customers on certain price plans can receive a free or subsidised mobile phone (see our mobile handset guide for full details). An early termination fee ("ETF") will be payable if, before the expiry of the minimum contract term:
  - (i) the Service is disconnected for any reason (except where by doing so we have committed a breach of our obligations under this Agreement);
  - (ii) you ask us to port your number to an alternative provider;
  - (iii) you lose the handset we have provided to you and wish to terminate the service rather than sourcing an alternative handset to use in its place; or
  - (iv) you wish to upgrade to a different handset.
 The ETF will be calculated as the number of months remaining until the end of your minimum contract term (rounded up to the nearest number of whole months) multiplied by the monthly handset charge for your Equipment (as shown in our mobile handset guide).
- b) If your Equipment was supplied prior to 16 March 2013 and we agree to switch your Service to a new price plan then you will continue to be charged the 'Equipment supplied line rental' which was applicable on the date we supplied your Equipment, until the end of your minimum contract term, in addition to the monthly charge for your chosen price plan.
- c) 'SIM only' connections are subject to 30 days' notice of termination by you, which can be given at any time.
- d) Handsets can only be upgraded within any minimum contract term by paying the applicable ETF.
- e) Where your handset is in full working order with no cosmetic damage, we may at our sole discretion agree to accept the return of the Equipment in lieu of some (or all) of any ETF which would otherwise be payable by you. If you wish to explore this option, please contact us.

#### 12. MISCELLANEOUS

- a) When you use the Services, the identity of your telephone number may be sent through the networks so as to be identified to the phone being called. It may be used by us to identify you when calling our Customer Service number, or to divert calls to us for administration and for the investigation of fraud. You may be charged for any diversion.
- b) For your own protection, you must keep confidential any lock code(s) associated with your mobile phone, your voicemail access number, and any other personal identification or security number.
- c) In the event you decide to move your mobile telephone number to an alternative reseller or carrier, and you have completed any minimum contract term associated with that number, then we will provide a porting authorisation code

- (PAC) to you upon request; the one month's notice of cancellation that you need to give us will commence on the date we issue the PAC to you. In the event your number is ported to another provider within the notice period, then you will still need to pay us all the fixed monthly charges on your Service up to the end of the notice period. In the event the PAC expires and you have not used it, then you will be deemed to have cancelled your notice to us, and we will continue providing your Mobile service in accordance with these Terms and Conditions. If you subsequently request a further PAC code, this will be treated in the same way, and your one month's notice will start again from that date.
- d) We may at our sole discretion change the carrier(s) being used to route your call traffic at any time and without notice.
  - e) You may have the right to refer certain disputes to arbitration in accordance with arbitration procedures set up by the network operator under its license, details of which are available from us upon request.
  - f) Additional miscellaneous terms which apply to all customers are set out at the front of this document.

## Gas and Electricity

### 1. DEFINITIONS

- a) 'we' or 'us' means Electricity Plus Supply Limited and/or Gas Plus Supply Limited acting through its management service provider Telecom Plus PLC trading as the Utility Warehouse and 'our' shall be construed accordingly.
- b) 'Bill' means the invoice(s) you will receive from the Utility Warehouse Discount Club for your Energy services, acting on behalf of Electricity Plus Supply Limited and/or Gas Plus Supply Limited; these will be produced on a monthly basis unless otherwise agreed between us (excludes prepayment meter(s)).
- c) 'Connection Point' means the location(s) at your Property where the gas or electricity supply networks (as applicable) are connected to your meter(s).
- d) 'Energy' means electricity or gas or both.
- e) 'Tariff' means our published prices for the Energy tariff we are providing to you from time to time; the prices for each Tariff will be affected by any change in payment method, and certain Tariffs are only available whilst Members continue taking the associated bundle of Services from us.
- f) Any references to National Grid Gas (previously Transco) shall be deemed to include the appropriate Independent gas transporter if applicable.
- g) 'Distributor' means, in respect of each Property, the electricity distributor that owns or operates the network which connects to the Connection Point at that address.
- h) 'OFGEM' means the body known as the Office of Gas and Electricity Markets.

### 2. PARTIES

These Terms and Conditions constitute an agreement ('Agreement') for the supply of gas and/or electricity between:

- You (the customer); and
- For the supply of electricity, Electricity Plus Supply Ltd; and
- For the supply of gas, Gas Plus Supply Ltd.

In entering into this Agreement you confirm that you are using your Energy wholly or mainly for domestic purposes. Telecom Plus PLC is responsible for the registration, management, billing and administration of your gas and/or electricity supply on behalf of Electricity Plus Supply Limited and/or Gas Plus Supply Limited (as the case may be). All payments in respect of any Energy you use must be made to Telecom Plus PLC, and by entering into this Agreement you accept that Telecom Plus PLC is entitled to pursue any unpaid debts pursuant to the assignment in clause 10 below.

### 3. DURATION AND START DATE

- a) This Agreement will start on the date that you agree to the terms that we offer you (whether by accepting them online or via our Customer Services or Sales Teams) or, if none of these apply, on the date that you start to receive Energy from us at your Property, and will continue thereafter until it is terminated in accordance with its provisions.
- b) You can cancel this Agreement within 14 days of entering into it, by writing to us at the Utility Warehouse, Network HQ, 333 Edgware Road, London NW9 6TD or emailing us at

memberservices@utilitywarehouse.co.uk.

- c) You agree to read your meter(s) on the supply start date(s) and to notify us of the meter reading(s). If you do not do so, then you will have to pay our charges based upon an estimated reading.
- d) If we are taking over your Energy from another supplier, we are required to complete the transfer within 21 days from the end of any cancellation period or the day after a period of 14 days has ended (whichever is the earlier) from the date on which you entered into an Agreement with us, unless:
  - (i) you ask us to delay the transfer;
  - (ii) you inform us that you no longer want us to become your new supplier;
  - (iii) your current supplier objects to the transfer;
  - (iv) we do not have all the information we need to complete the transfer and we have been unable to obtain the missing information from another source; or
  - (v) something happens to prevent us from completing the transfer which is outside our control.

If the transfer is delayed for one of the reasons set out in (iii), (iv) or (v) above, and the reason we have been unable to proceed ceases to apply, then we will complete the transfer as soon as we reasonably can, and at the latest within 21 days of the date we become aware that the reason for the delay has been resolved (unless you no longer want to continue with the transfer).

### 4. THE SERVICES

- a) This Agreement only applies where your Property is connected to the gas network (for gas) and/or to your local distribution network (for electricity).
- b) For the duration of this Agreement we will continue to supply Energy to your Property unless there is a fault on the distribution system in your area, in which event we will not be liable for any loss or damage incurred due to such interruption. We will however pass on to you any sums which we may receive from the local Distributor or National Grid Gas relating to your Property as a result of any breach by them of any guaranteed standards of service imposed by their Ofgem licenses. The meter(s) measuring consumption of Energy at the Property are conclusive evidence of the amount of Energy consumed at the Property unless either or both of us think that consumption is being measured incorrectly and require independent examination of the electricity and/or gas meter(s) at the Property. If the electricity and/or gas meter(s) have stopped or for any other reason no reading of consumption of Energy at the Property will ever be possible for the period, we may base our Bill on our reasonable assumption of your consumption of Energy taking into account previous or subsequent consumption levels recorded at the Property. If you dispute the accuracy of the metering equipment and request we carry out accuracy tests, then if the relevant metering equipment is found to be within the acceptable limits of error as prescribed by the industry agreements that we operate, you will bear the cost of the test; if the meter is found to be faulty then we will bear those costs, along with those of replacing or recalibrating the meter.
- c) You must allow access to any of our authorised employees or agents to read, repair, certify or change the electricity or gas meter(s), to inspect any Equipment or to carry out any of our statutory duties or powers arising out of or reasonably incidental to this Agreement. We will normally give you reasonable notice (with the exception of meter readings) but need not do so if there is danger or an emergency or we suspect there may be an offence being committed (including theft) in relation to the supply of Energy or Equipment. If it is reasonable, our rights under this clause shall continue even after this Agreement has expired or been terminated until a new supplier of electricity and/or gas respectively is registered. If you do not allow us access, you will be liable to us for any costs or losses we incur, and your liability will not be limited under clause 9. You must not tamper with any of the Equipment and you must take reasonable steps to ensure that it is not damaged. We can also cut off your supply or enter your Property in an emergency.
- d) You must allow any relevant gas shipper and any relevant gas transporter full, free and safe access to the gas supply and measurement equipment where they require access for the

exercise by them of their statutory and licence rights and obligations.

- e) You remain responsible for all equipment on your side of the meter(s), and you must ensure that it is kept in good order at all times.
- f) In relation to the supply of electricity, you hereby authorise us to contact other suppliers of electricity and negotiate with them on your behalf, and to act as your agent in arranging to transfer responsibility for your electricity supply to them, if at our sole discretion we feel it is necessary to do so. Following any such transfer we shall be deemed to be acting as agent for any such new supplier and the terms of this Agreement shall be construed accordingly. This authority shall lapse upon termination of this Agreement in relation to the supply of electricity in accordance with the provisions of clause 6.
- g) If your current supplier of energy objects to our registration of supply of Energy to the Property, either because you owe money or because your supply contract has neither expired nor been terminated, this Agreement shall be treated as if it had never existed in so far as it relates to that form of Energy.
- h) Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms for Connection (NTC) and agree to keep its conditions. This will happen from the time you enter into this Agreement and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 706 5100, or see the website at [www.connectionterms.org.uk](http://www.connectionterms.org.uk).

#### 5. PAYMENT AND CHARGES

- a) The price you will pay for the Energy we supply under this Agreement will be as set out in our Tariff at the time you apply for the Service(s), or as subsequently notified by us to you in writing. The price may vary according to the type of Property you occupy, the way you have chosen to pay, whether you receive a paper Bill, the type of metering you have, and which other Services we are providing to you. All charges for supply activities are incorporated within the Tariff which forms part of this Agreement; you can find it and all other applicable charges on our website at [www.utilitywarehouse.co.uk](http://www.utilitywarehouse.co.uk).
- b)
  - (i) Where we supply you with both gas and electricity at the same Property, you will receive a dual fuel discount.
  - (ii) Any dual fuel discount which you are due will be divided equally between your eligible gas and electricity services, and will be continuously applied on a daily basis as a deduction from your daily standing charge. For customers using prepayment meters, we will send you shopping vouchers for the value of your dual fuel discount entitlement once per year.
  - (iii) Customers taking both gas and electricity from us, who have multiple gas and/or electricity meters on any single Utility Warehouse account, will only receive any applicable dual fuel discount on one of each type of Energy supply at any single Property.
  - (iv) If we cease to supply you with both gas and electricity at the same Property, you will no longer be eligible to receive the dual fuel discount from the 1st day of the month following the date on which we cease to supply you with both gas and electricity at the same Property.
  - (v) For the purposes of this clause, any adjacent or adjoining properties, including any outbuildings, will be deemed to be part of the same property unless they are subject to a separate council tax charge and have their own independent gas and electricity meters.
- c) We will produce a monthly Bill or statement in respect of the Energy supplied to your Property, except where a prepayment meter has been installed or we have agreed otherwise in writing with you. We will also produce an annual statement in respect of the Energy supplied to your Property. On each Bill or statement we send you, we will include key information about your Tariff, your charges and your Energy usage along with information (if applicable) about any cheaper tariffs we

may have available at that time. When we produce your Bill or statement we will use an actual meter reading if this is available (whether provided to us directly by you, or indirectly by a meter reading agent working on our behalf, or remotely from your Smart Meter), provided we do not consider any such reading to be erroneous; if no actual meter reading is available, then we will calculate a reasonable estimate of the Energy usage at your Property. You agree to pay the cost of your estimated or actual usage as applicable. If we have used an estimated reading, and you subsequently provide a meter reading to us that we reasonably consider accurately reflects the amount of Energy you have used, then we will use this in calculating your next Bill. We or any person or company we authorise will read the meters from time to time.

- d) We may also charge you for our reasonable costs associated with:
    - (i) The disconnection and reconnection of your Energy supply;
    - (ii) Visits undertaken in respect of our statutory rights of entry;
    - (iii) Charges relating to removing, inspecting, re-installing, testing, installing a meter or changing the position of a meter; and
    - (iv) Charges in relation to providing a new connection.
  - e) Any debt for Energy supplied to you by a previous supplier which is assigned to us shall be treated as a debt due under this Agreement. We reserve the right to recover any costs associated with the recovery of any debt due.
  - f) If we owe you money (excluding any Budget Plan credit balance which relates solely to the seasonal nature of your annual usage, or a deposit we are legitimately holding as security against non-payment by you for the Services, or any credit balance on an estimated final Bill as explained in clause 6 (b) below), this will generally be refunded to you automatically; if we fail to do so for any reason, it will be refunded on request.
  - g) Each Bill we produce is due for payment 48 hours after it has been dispatched to you, unless you are paying for your Energy using a prepayment meter(s). However, in order to avoid late payment charges, you must ensure we receive payment in full by the last Working Day of the month in which the Bill was produced. If you have a valid direct debit in place with us then we will not attempt to collect payment until the last Working Day of that month unless otherwise agreed between us.
  - h) If we have not received payment by the due date (or your agreed direct debit collection date where we hold a valid direct debit), then provided that we have complied with all applicable statutory obligations, and without prejudice to any other remedies we may have, we may also stop your supply, require a security deposit as security, and/or install prepayment meter(s) at your Property. The cost of Energy supplied to customers with a prepayment meter may be at higher prices than those charged to customers using alternative payment methods.
  - i) All our charges are subject to any applicable UK taxes and duties (including VAT) which are payable on the supply at the prevailing rates.
- #### 6. ENDING THIS AGREEMENT
- a) If you intend to vacate the Property, you must give us at least two Working Days' notice, otherwise you remain liable for any Energy used until the earlier of:
    - (i) the date upon which a subsequent owner or occupier enters into an Agreement with us or another supplier for the supply of Energy to the Property; or
    - (ii) the end of the second Working Day after you inform us of your departure.
  - b) You may terminate this Agreement at any time by giving 28 days' notice in writing. We may ask you for a meter reading when you terminate this Agreement. If you do not supply us with an accurate meter reading at that time, you may have to pay the difference between the meter reading upon which we based the final Bill or estimated final Bill and the next meter reading we are supplied for the Property. If an estimated final Bill results in a credit balance, we reserve the right to withhold any credit until we receive an accurate actual meter reading to which we can close the account. You may also have to pay a termination fee if it applies to your Agreement and Tariff.
  - c) If you want to transfer your Energy supply to a new supplier,



we can prevent this transfer if:

- (i) you tell us that you have not entered into a contract with another supplier and you want to prevent the transfer; or
  - (ii) there is an overdue amount on your account that is not in valid dispute; or
  - (iii) your proposed new supplier agrees that the transfer was a mistake; or
  - (iv) where you have more than one meter for any type of Energy, your proposed new supplier does not apply to transfer all such related meters at the Property on the same day.
- We will take all reasonable steps to send you your final Bill within six weeks of the transfer to your new supplier being completed.
- d) We may terminate this Agreement:
    - (i) If you commit a serious breach of the Agreement (including refusal to pay or late payment or you have not complied with our request to provide a reasonable security deposit), in which case we may take all lawful steps to discontinue the supply of gas and/or electricity; or
    - (ii) If we lose our licence to supply you Energy; or
    - (iii) If the supply is cut off because it is no longer needed.
  - e) Except where you have notified us that you are vacating the Property, you will continue to be liable for payment for Energy used after the Agreement is terminated until a new supplier has taken over the Property and we have been advised that transfer has occurred. We reserve the right to apply a reasonable surcharge in such circumstances.
  - f) Where this Agreement is for the supply of both electricity and gas and is terminated in respect of either form of Energy, all terms of this Agreement relating to the continuing supply of Energy shall remain in full force and effect.
  - g) If a 'last resort supply direction' is given to another supplier in respect of the Property (which means that they will take over supply to your Property from us), your Agreement with us will end on the date that direction takes effect.
  - h) If you fail to pay the final Bill received after termination within 14 days of receipt, then we reserve the right to charge interest on the amount outstanding at 5% above the Barclays Bank Base Rate from the date on which payment was due.

## 7. VARIATION OF YOUR AGREEMENT

- a) If you ask us to make a change to this Agreement that will increase the price you pay, or is to your disadvantage in some other way, then we will write to you explaining the impact of the change that you have requested. If you wish to proceed with the change following receipt of our letter, you must confirm this to us (in writing, by email, or by telephone to our Customer Service team). Within five Working Days of receiving your confirmation, we will write to you again to confirm that the change you have requested is taking place. If you ask us to make a variation that will not increase the price you have to pay, and is otherwise not to your disadvantage, and we agree, then that change will take effect as soon as it has been successfully processed on our systems.
- b) We may change our prices, discounts, which tariff you are on, or the way we charge you for your Energy, at our discretion; if you are on a fixed term tariff, our discretion to make such changes will always be subject to any specific terms applicable to that tariff. Save for fixed term tariffs, if we increase our prices, or make any other changes to the terms of this Agreement which are disadvantageous to you, we will give you at least 30 days advance notice before the proposed change will take effect (except when the change is as a result of a change of payment method or outstanding charges, as explained in (c) below).

The notice we give you will set out:

  - The proposed change and when it will take effect;
  - The reason for the change;
  - The effect of the change;
  - Any material new or different terms that will apply to your Agreement;
  - Where to find impartial advice about switching your energy supplier;
  - Things you may be able to do to avoid the change; and
  - If relevant, our right to prevent you switching if you owe us money.

You are under no obligation to accept this change and it will

not go ahead, if no later than 20 Working Days after the date the proposed change is due to happen, either a) we receive notice that another supplier will begin to supply Energy to your Property within a reasonable period of time and they do, in fact, do so, or b) we enter into a new Agreement with you.

If, after you have received notice of change to your Agreement from us, you seek to transfer your Energy supply to another supplier and you owe us money, we may object to the transfer. 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 transferring your Energy away from us. If you do not pay the money you owe us within 30 Working Days, the change to your Agreement will take effect. On the date that the change comes into effect, we will estimate your meter reading. We will use this estimated reading to calculate the cost of the Energy we had supplied to you prior to the change becoming effective.

- c) If you have chosen to pay by direct debit and subsequently fail to comply with the Terms and Conditions of this payment method (eg. by cancelling your direct debit, or failing to ensure that you have sufficient funds in your bank account to meet our payment request), or if you have not paid your Energy Bill within 28 days from the date it was due for payment, then we will give you at least seven Working Days advance notice that we are changing your payment method. This notice will set out:
    - The proposed change and when it will take effect;
    - The reason for the change, and
    - The effect of the change together with the price you will pay in future.
  - d) If you are taking one of our Gold bundles, and at any time thereafter you cease to meet all the eligibility requirements of that bundle (eg. by cancelling any of the required Services), then we will automatically transfer your Energy service(s) to the cheapest alternative variable tariff which you are eligible to receive from us at that time. This change will take effect from the 1st day of the month following the date on which you ceased to be eligible for the applicable Gold bundle.
- ## 8. PREPAYMENT METERS
- a) If you have chosen to pay using a prepayment system, or if we have elected to install prepayment meter(s) in accordance with clause 5(h), then we will supply your Energy using prepayment meter(s) after installation in your Property; you will be charged for the relevant prepayment meter(s) to be installed. You will get your supply by putting your prepayment meter key, card or token into the prepayment meter(s). You will be responsible for keeping any prepayment meter keys, cards or tokens safe, and for making sure that they are charged. This means you must follow the instructions in the leaflet which comes with your new key, card or token. At no time will any prepayment meter key, card or token become your property. We can charge you for any visit to your Property you ask for which is due to any key or card not being charged sufficiently. You will also be responsible for any of our costs which are on top of the standard charges raised by the prepayment infrastructure provider.
  - b) If you lose or damage your card we will debit your meter(s) with the cost of its replacement plus a small administration charge.
  - c) If a meter is faulty so that you are unable to obtain Energy you may call the relevant emergency number and it will be rectified without charge. If the reason Energy was unobtainable was solely because your card had run out of credit we will debit your meter for any charges made to us resulting from your call (which may be substantial).

## 9. LIABILITY

- a) In respect of liability to the other for death or personal injury arising from negligence, each party's liability shall be unlimited. Subject to that and clause 9(b) and clause 9(d), each party shall only be liable to the other for losses which are a reasonably foreseeable consequence of the relevant breach by them of this Agreement. Our rights, duties and liabilities in respect of the supply of electricity and gas under this Agreement are several and mutually exclusive.
- b) If you are not using the Property wholly or mainly for domestic purposes, neither we nor you shall be liable for any indirect,

economic or consequential losses, damages, costs or loss of profit suffered of any kind however they might arise.

- c) Neither party shall be liable to the other (whether using the Property as a private dwelling house or otherwise) to the extent that it has acted reasonably but is nonetheless prevented from the performance of an obligation under this Agreement (other than any payment obligation) due to an event or circumstance beyond its control (including any circumstance under the control of the relevant gas transporter in respect of the supply of gas or the 25 local Distributor in respect of the supply of electricity).
- d) We shall not be liable for any loss or damage (including consequential, direct or indirect losses) to your home or contents howsoever arising, due to failure of the Energy supply, including loss or damage to any computers, computer data, refrigerator or freezer contents, burst pipes (or any resulting damage caused to carpets or other property). You should ensure that this is covered by your household insurance policy.
- e) Subject to any contrary existing Agreement between you, the Distributor and/or any previous Energy supplier, the Distributor shall not be liable to you under this Agreement or otherwise for any loss or damage which (a) is beyond the reasonable control of the Distributor; or (b) is consequential or indirect or arises from or amounts to economic loss.
- f) If the electricity supply to the Property is wholly or mainly used for business purposes the Distributor will only be liable to you in accordance with the limitations in clause 9(e) and up to a maximum of £100,000 per calendar year. If the gas transporter and/or network operator causes any loss or damage to you, our liability to you will be limited to the amount we are entitled to recover from it on your behalf.
- g) Clauses 9(e) and 9(f) will continue to apply regardless of the termination of this Agreement. The ending of this Agreement will not affect any rights, remedies or obligations which may have come into being under this Agreement prior to that time.
- h) The Distributor shall be entitled and have the ability to enforce the provisions of clauses 9(e), 9(f) and 9(g) by virtue of the Contracts (Rights of Third Parties) Act 1999 and such clauses may not be varied without the prior written consent of the Distributor.

#### 10. ASSIGNMENT

You agree and acknowledge that any unpaid sums due to us under this Agreement may be assigned by us to Telecom Plus PLC, and that Telecom Plus PLC and/or its subsidiaries and/or its agents for this purpose have the right to pursue such unpaid debts which have been assigned, whether through legal action or otherwise. You further agree and acknowledge that a signed letter from us confirming that any unpaid sums have been assigned to Telecom Plus PLC shall be conclusive proof that such assignment has taken place.

#### 11. MISCELLANEOUS

- a) The Distributor will maintain, and may interrupt and shall be entitled to cut off each such Connection Point, in accordance with and subject to the provisions of the Electricity Act 1989 and any other legal requirements or rights (including those arising under any code or Agreement with which the Distributor is obliged by its distribution license to comply) that apply from time to time. The Distributor does not guarantee that the Distributor will deliver electricity to the Connection Point at all times nor that the electricity delivered will be free of brief variations in voltage or frequency.
- b) The Distributor may cut off the supply of electricity to the Customer's Connection Point where the Distributor is entitled to do so under general law, this Agreement or the electricity industry arrangements under which the Distributor operates.
- c) The Distributor reserves the right to amend any terms in this clause 11 to incorporate any changes that have been approved by Ofgem. Any such change will be announced in at least three daily newspapers and will take effect from the date stated in those announcements.
- d) The Distributor shall be entitled and have the ability to enforce the provisions of clause 11(a) by virtue of the Contracts (Rights of Third Parties) Act 1999 and this clause may not be varied without the prior written consent of the Distributor.
- e) You must report any gas leak immediately to the local National Gas emergency service whose phone number is 0800 111 999. For electricity, the emergency telephone number can be found on your Bill or you can look in your

local phone directory, under 'Electricity'.

- f) If we are given a direction under Section 2(1)(b) of the Energy Act 1976 which stops us supplying gas to certain people then we can stop or restrict your supply of gas, and you must keep to any instruction from us regarding your gas consumption.
- g) You must not interfere with our Energy supply to other customers.
- h) You agree that, by entering into this Agreement, we may share any information concerning the operation of this Agreement with any companies within the Telecom Plus PLC Group and that, to effect meter readings and to undertake other essential services relating to the supply of Energy, it is necessary for us to give details of your name and address to third parties who may be required to provide these Services in conjunction with us or on our behalf. You also consent to the release of your personal data for these purposes and to our sharing your personal data with Ofgem as part of any government data-sharing initiative.
- i) Where we are required to involve Revenue Protection due to potential fraudulent practice in obtaining our Services, we shall be entitled to recover all costs involved with such visits should the case against you be established.
- j) Should you need a new Energy supply to your Property please contact your local electricity distributor or local gas transporter for further details.
- k) From time-to-time we may make Energy available on Fixed Price Contracts; additional terms apply to these, as published on our website.
- l) Additional miscellaneous terms which apply to all customers are set out at the front of this document.

#### 12. COMPLAINTS

- a) Please see our website at [www.utilitywarehouse.co.uk](http://www.utilitywarehouse.co.uk) for our complaint handling and dispute resolution procedures and our service level standards.
- b) If you are not satisfied with any part of our Energy service, please call our Customer Service Team on 0800 781 7777 or email [energy@uwvdc.co.uk](mailto:energy@uwvdc.co.uk). We will assess your complaint and do all we reasonably can to resolve this situation to your satisfaction. If you are still not happy please ask to speak with a manager or write to our Customer Service Manager, Michael Richards.
- c) If you are still not satisfied, you should write to our Chief Executive's Office at Network HQ, 333 Edgware Road, London, NW9 6TD.
- d) It's easy to get free, independent advice so that you "Know your rights" as an Energy consumer. You might want to get a better deal, find out how to make a complaint, get advice about the quality of your Energy supply, or ask for help if you're struggling to pay your bills. To "Know your rights" visit [www.citizensadvice.org.uk/energy](http://www.citizensadvice.org.uk/energy) for up to date information or contact the Citizens Advice consumer service on 03454 04 05 06.
- e) If your complaint remains unresolved after eight weeks you can contact the Energy Supply Ombudsman by calling 0330 440 1624 or through their website at [www.ombudsman-services.org/energy](http://www.ombudsman-services.org/energy). They offer a free, independent service for investigating complaints.

#### 13. CONTINUITY OF SUPPLY

Provided we have complied with all applicable statutory obligations, we need not supply or continue to supply and may disconnect the supply of gas and/or electricity if:

- (i) something happens outside our reasonable control which prevents it;
- (ii) it is not reasonable in the circumstances for us to continue the supply, in which case we will give you at least seven days' notice;
- (iii) the Property is disconnected or cut off from the relevant gas transporter or electricity distributor's network;
- (iv) there is a danger to life or property;
- (v) the gas or electricity supply and measurement facilities for the Property are inadequate; or
- (vi) the relevant gas transporter or electricity distributor prevents or prohibits us supplying the Property.

## Early Cancellation Rights

- a) You have the right to cancel this Agreement in relation to any (or all) of the Services within 14 days without giving any reason. The cancellation period will expire 14 days from the date this Agreement is entered into in respect of each Service you have requested.
- b) To exercise the right to cancel, you must contact Customer Services on 0800 781 7777 or fax 0800 781 0110 or write to us at Customer Services, Network HQ, 333 Edgware Road, NW9 6TD informing us clearly of your decision to cancel this Agreement (eg. a letter sent by post, fax or e-mail). We recommend you use the attached cancellation form, but it is not obligatory to do so.
- c) To meet the cancellation deadline, it is sufficient for you to send your communication telling us you want to cancel before the cancellation period has expired (with adequate postage if sent by post).
- d) If you have used or damaged any of the Equipment we have supplied to you, or fail to return any Equipment to us, then additional charges may be payable by you as set out below.

## Effects of Cancellation

1. All Equipment must be returned to us undamaged, together with any chargers or other accessories supplied, and preferably in its original packaging - ie. 'Undamaged'. You are allowed to do what is necessary for you to confirm that the Equipment you have received is as expected and that it is in good working order, but not any more than that. If the Equipment you return is not Undamaged (as described in this clause), then you will have to pay us the reasonable costs we incur in repairing or refurbishing the Equipment, up to a maximum (for

mobile phones) of 24 times the monthly handset charge (as shown in our Handset Guide), and for other Equipment a maximum of our published retail price. If you fail to return any Equipment to us you will be liable to pay the replacement cost of the Equipment up to a maximum (for mobile phones) of 24 times the monthly handset charge (as shown in our Handset Guide), and for other Equipment a maximum of our published retail price.

2. We will reimburse any initial payments received from you, apart from any express delivery charges, without undue delay (but not payments for services we have supplied or contracted to supply within the cancellation period), and not later than 14 days after the date we have received back from you all Equipment supplied in Undamaged condition; if no Equipment was supplied, reimbursement will be made no later than 14 days after the date we are informed about your decision to cancel this Agreement. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless we are unable to do so (for example, the credit card you used has been cancelled) in which case we will use reasonable endeavours to agree an alternative method.
3. Any Equipment you have received from us in connection with this Agreement must be returned to Network HQ, 333 Edgware Road, London NW9 6TD without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of this Agreement to us. You will have to bear the direct cost of returning the Equipment.
4. You will need to pay us for any Service(s) provided to and/or used by you prior to the date your cancellation request is received and processed by us.

CUT ALONG LINE TO DETACH AND SEND TO ADDRESS ON FORM



## Cancellation Form (also available on our website at [www.utilitywarehouse.co.uk](http://www.utilitywarehouse.co.uk))

Please return to: **The Utility Warehouse, 333 Edgware Road, London NW9 6TD**

Email: **memberservices@uwdc.co.uk**

I/We\* hereby give notice that I/We\* cancel my/our\* Agreement for the supply of the following Service(s)

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Ordered on

Name of customer(s)

Address of customer(s)

Signature of customer(s)

Date



Telecom Plus PLC. Registered office: Network HQ, 333 Edgware Road, London NW9 6TD

July 2014