

Additional terms and conditions for customers on Double Gold Fixed 5

These terms and conditions relate to our Double Gold Fixed Energy Tariff which runs until 31 March 2018 ("Fixed Tariff 5"), and are in addition to The Utility Warehouse's Standard Terms and Conditions for supplying electricity and/or gas (Energy) to domestic customers ("Standard Terms and Conditions"). Terms defined in our Standard Terms and Conditions shall have the same meaning in these additional terms. If there is any conflict between these terms and our Standard Terms and Conditions, then these terms will prevail.

All the charges for Fixed Tariff 5 are shown on our website, and your Energy services will be supplied to you in accordance with our published prices for Fixed Tariff 5 when we successfully process your application.

1. Eligibility

- a) Fixed Tariff 5 is only available to domestic customers who meet all the following conditions:
 - i. You must successfully apply to become a member of the Utility Warehouse Discount Club, or already be a member;
 - ii. You must successfully apply for, or be taking, a Double Gold bundle from us (which for the avoidance of doubt includes Home Phone, Broadband and Mobile in addition to your Energy) and retain all the services required to constitute a Double Gold bundle for the duration of the Fixed Price Period;
 - iii. You must have specifically requested this Fixed Tariff 5 and accepted these additional terms and conditions;
 - iv. You must have applied for this Tariff online through our website or by telephone via our customer service team; and
 - v. You must either:
 - (a) be the homeowner of the Property at the supply address as evidenced by the details held at the Land Registry, or have provided us with such other evidence of your ownership of the property as we shall require at our sole discretion; or
 - (b) if you are a tenant of the Property at the supply address, you must be over the age of thirty and within 42 days of your request for the relevant Energy Service(s) have a compatible and fully functional smart meter installed by us at the supply Property for the applicable Energy services.
- b) Fixed Tariff 5 is designed for domestic customers who have standard metering arrangements in place. We reserve the right to decline to supply a customer on Fixed Tariff 5 should their metering not be either General Domestic or Economy 7 or if we believe the supply is being used (either partly or wholly) for business purposes.
- c) Fixed Tariff 5 is subject to availability. We reserve the right to withdraw Fixed Tariff 5 at any time without notice in relation to applications which have not yet been processed, however this will not affect the rights of any member whose application to be supplied under Fixed Tariff 5 has been accepted by us prior to the date it is withdrawn.
- d) We cannot accept responsibility for any financial or other losses resulting from an application which is delayed or has not been received by us or which we are unable to process for any reason, prior to the date Fixed Tariff 5 is withdrawn.

2. The Fixed Price Period

Start Date

- a) If you are a new member or an existing member whose Energy is not currently being

supplied by us, you will be charged for your Energy at the applicable published price for Fixed Tariff 5 from the date your supply is successfully switched to us.

- b) If you are already taking your Energy from us, then you will be charged for your Energy at the applicable published price for this tariff from the date that your request to move onto this Fixed Tariff 5 becomes effective, which we will notify to you in writing.

End Date

The Fixed Price Period under this Agreement will end on 31 March 2018. The period between the Start Date and the End Date is the 'Fixed Price Period'.

3. When the Fixed Price Period ends

- a) We will write to you before this Agreement ends to provide you with a "Statement of Renewal Terms", setting out the options available to you at the end of the Fixed Price Period. This may include an extension to the fixed term period under this Agreement, or a new Fixed Term Supply Contract.
- b) You are under no obligation to accept the proposed renewal options provided to you. If you do not expressly agree in writing to one of the renewal options provided, then at the end of the Fixed Price Period we will move you onto our cheapest available variable tariff for which you are eligible.

4. Changing to a different Tariff

- a) You can let us know at any time if you would like to change to another Energy Tariff available from us for which you meet the eligibility criteria, subject to payment of an Exit Fee of £25 for each Energy Service (eg: gas and/or electricity) to which any such change of tariff applies.
- b) If you do so, then you will be charged in accordance with the alternative Tariff you have chosen for any Energy we supply to you from the 1st day of the month following the date on which we process the change in accordance with the alternative Tariff you have chosen. You will be charged for any Energy used prior to any such transfer date at the prices applicable to Fixed Tariff 5, and you must give us accurate meter reading(s) on the agreed transfer date; if you do not do so, then you will have to pay our charges based upon an estimated reading.
- c) If you fail to maintain a valid direct debit with us, then the Energy you use will be charged at the applicable rate(s) for customers on this Fixed Tariff 5 who are not paying by direct debit.
- d) If you do not meet or fail to comply with any of the conditions set out in Clause 1 (including for example not having a Double Gold bundle due to one of the requisite non-energy services you applied for failing to become live with us within 42 days, ceasing to be the homeowner of the Property or failing to have a compatible, functioning smart meter installed by us within 42 days of applying, or any of the requisite services ceasing to be provided by us for any reason), or if you otherwise fail to comply with any other terms relating to Fixed Tariff 5 then we may, at our discretion, transfer you to our cheapest available variable Energy Tariff for which you are eligible and we will inform you of this in writing. In these circumstances, you will not be charged an Exit fee.

5. Ending this Agreement

- a) You are not required to give us notice if you wish to terminate this Agreement or change your Energy supplier, although we may not allow you to switch to another supplier if you owe us money.
- b) If you choose to switch your Energy to another supplier before the end of the Fixed Price Period, we will charge you an Exit Fee of £25 for each Energy Service (ie: gas and/or electricity) that you switch. However, we will not apply an Exit Fee if you have started switching to another supplier after 10 February 2018.
- c) The Exit fee will not apply if we choose to terminate this Agreement for any reason. If at the end of the Fixed Price Period, you choose to enter into a new Fixed Term Supply Contract with us to supply Energy to your Property, you will become subject to the terms and conditions of your chosen new Fixed Price Energy Tariff from the date any such new Agreement commences.
- d) At the end of the Fixed Price Period, if you decide to switch your Energy supply to a new supplier, you will continue to be subject to the terms and conditions of this Agreement (including the price you pay for your Energy) until the date you switch supplier as long as we receive notice no later than 20 Working Days after the end of the Fixed Price Period that another supplier will begin to supply Energy to your Property, and they in fact do so within a reasonable period of time.
- e) If you seek to switch your Energy supply to another supplier and you owe us money, we may object to the switch. Provided you pay us the entire outstanding amount within 30 Working Days of our informing you of our objection, we will not seek to prevent you switching your Energy away from us as long as no further sums have become overdue in the meantime.

6. Moving home

If you move home, you can continue to benefit from Fixed Tariff 5 for the balance of the Fixed Price Period, provided that you continue to comply with the eligibility requirements for this Tariff at your new home (including taking all the required services to meet the criteria of our Double Gold bundle), although the prices you pay may change and will depend on the regional tariff that applies to the location of your new home at that time. In such circumstances you will not be charged any Exit fee.

7. Price changes

Our published prices for Fixed Tariff 5 will not change for the duration of the Fixed Price Period, save for any increase in charges or costs imposed by, or as a consequence of, any action, order, decision or imposition by any governmental, statutory or licensing authority (such as a change in the rate of VAT).

8. Price Promise

If you have applied for Fixed Tariff 5 you will not be eligible to make a claim under our 'Double the Difference' Price Promise in relation to the cost of the Energy we have supplied to you.