

## Terms and Conditions for the UW Bulb Replacement Service

### Definitions

(a) 'Bulb Replacement Service' means the replacement of the existing light bulbs at your property by our UW Fitters in accordance with these terms, which are referred to as 'Additional Terms'.

'Standard Terms and Conditions' means our standard published terms and conditions at [uw.co.uk/legal/terms-conditions](http://uw.co.uk/legal/terms-conditions), which apply to each of the services we're providing to you from time to time.

(b) 'Additional Terms' shall mean the terms and conditions set out below relating to our optional Bulb Replacement Service, and should be read together with our Standard Terms and Conditions.

2. Terms defined in our Standard Terms and Conditions have the same meaning in these Additional Terms. Any reference to 'writing' or 'written notice' in these Additional Terms include an email that we'll send you.

3. Together, these Additional Terms and our Standard Terms and Conditions set out the whole agreement between you and UW for the Bulb Replacement Service. Please read these terms carefully.

4. You won't incur any additional charges in respect of receiving the Bulb Replacement Service, provided that we continue to supply your landline and broadband services (collectively the 'Communication Services') continuously for a minimum period of at least two years from the date on which our Bulb Replacement Service was carried out at your property. If you've applied for, already take, or if in future you choose to take a mobile service from us, the definition of Communications Services in these terms and conditions will be amended to include your mobile service as a Communications Service.

**5. Please see Clause 39 of these Additional Terms.** These state the contribution towards the costs of the Bulb Replacement Service that you'll need to pay if any of the Communication Services we're providing at the property where the Bulb Replacement Service has been taken are cancelled for any reason within two years from the date you received the Bulb Replacement Service.

6. If there's any conflict between our Standard Terms and Conditions and these Additional Terms, then these Additional Terms will prevail.

7. These Additional Terms will become binding to you and to us when we confirm to you by email that we've accepted your request to receive the Bulb Replacement Service.

## **Eligibility**

8. This Bulb Replacement Service will only be provided to customers of our residential customers who satisfy all of the following requirements:

(a) you're either:

(i) the owner-occupier of the property where the Bulb Replacement Service is being provided; or

(ii) the tenant of the property where the Bulb Replacement Service is being provided, and:

- you're over the age of 30; and
- we've successfully installed a compatible and fully functional smart meter at the property where the Bulb Replacement Service is being provided; and
- subject to Clause 27 below, you've obtained the property owner's consent to the installation of the Bulb Replacement Service; or

(iii) the tenant of the property where the Bulb Replacement Service is being provided, and:

- you're over the age of 25; and
- you've been a customer of Utility Warehouse at the property where the Bulb Replacement Service is being provided for at least two years; and
- you pay for your services by direct debit and there's no outstanding balance due in respect of your account; and
- subject to Clause 27 below, you've obtained the property owner's consent to the installation of the Bulb Replacement Service.

(b) you're taking the following services from us: landline and broadband (the following are not included in these services: mobile broadband, internet phone, dial-up internet, the FreeCall app, and CallMe (0800)); and

(c) you have a valid Direct Debit in place on your account at the time of application for our Bulb Replacement Service.

## **Booking the Bulb Replacement Service**

8. If you're the owner-occupier of the property where the Bulb Replacement Service is being requested, you'll be asked to select an appointment date and time-slot for our team of UW Fitters to visit your property when you apply for the Bulb Replacement Service. You'll also be asked to tell us the approximate number of light bulbs in your property that will need to be replaced. If you're a tenant of the property where the Bulb Replacement Service is being

requested, you won't be asked to select an appointment date and time-slot, or advise us of the approximate number of light bulbs, until a compatible and fully functional smart meter has been successfully installed by us at your property.

9. During the appointment, the UW Fitters will conduct a survey of the existing light bulbs in your home and, subject to availability, will replace your current light bulbs with the nearest equivalent LED energy saving light bulbs ('LED light bulbs') that we supply.

10. The UW Fitters will replace as many of the light bulbs in your property as they can, subject to the conditions set out in Clauses 16 to 18 inclusive below.

11. Any of your existing light bulbs that are changed during the fitting process will be left with you; our fitters are not allowed to take these away for disposal if you no longer wish to keep them.

12. Subject to Clause 32 below, you may only apply once for the Bulb Replacement Service, and we will only provide one Bulb Replacement Service per customer account.

### **Installation Appointments**

13. Appointments for the UW Fitters to attend your property are subject to availability, and the earliest appointment you're offered may be up to four months after you've requested the Bulb Replacement Service.

14. If an appointment is available in the time-slot that you've requested, this will be confirmed to you by email once your application has been successfully processed. Subject to availability, appointments may be rescheduled by you (once only) provided that:

a) you give us at least 48 hours' notice that the appointment you originally chose is no longer convenient for you and that you'd like to reschedule; and

b) we have an alternative appointment available that you'd prefer.

8.d.1.1 Where you've booked an appointment which has not been rescheduled, and our UW Fitters are unable to gain access to your property at the agreed time, then if you'd like us to reschedule a new appointment, we'll charge you a fee of £25 ('Re-appointment Fee'). If we schedule a new appointment and are unable to obtain access to your property on this further occasion, and if you'd like us to reschedule a new appointment again, then we'll charge you a further Re-appointment Fee of £25 to do so. Any Re-appointment Fee will be shown on the next monthly bill you receive from us. In such circumstances, we also reserve the right not to schedule any further appointments.

### **Our Fitting Service**

15. We reserve the right not to replace a light bulb with an LED light bulb where we don't have a suitable replacement available, or where there are any compatibility issues. When our UW Fitters become aware of any compatibility issues, they will reinstall your original light bulb(s) and offer to leave the LED light bulbs at your property so that you can arrange (at your own expense) for the compatibility issues to be resolved (eg: by changing your light fittings, fittings, dimmers and/or transformers). At our sole discretion, we'll reimburse you up to £100 towards the costs you incur in resolving such compatibility issues, so you can reinstall the LED light bulbs at your convenience. To make a reimbursement claim, you must send us VAT invoice(s) for any electrical components purchased (eg: fittings, dimmers, switches) and/or for work carried out by a qualified electrician for the sole purpose of resolving the compatibility issues, together with a covering letter requesting your reimbursement to Customer Services, Utility Warehouse, Network HQ, 508 Edgware Road, London NW9 5AB, or by email using the form at [uw.co.uk/help/contact-us](http://uw.co.uk/help/contact-us). Under no circumstances will we be liable to reimburse more than £100 in aggregate in respect of resolving compatibility issues howsoever and whensoever arising at your property. If your claim is accepted by us, we'll credit the reimbursement to your Utility Warehouse account, and this will appear on your next bill that we process.

16. Our UW Fitters are not qualified electricians, and won't carry out any work at your property which they reasonably believe (at their sole discretion) should be performed by an accredited, qualified electrician.

17. Our UW Fitters will only replace light bulbs where:

(a) the fittings and light bulbs are easily accessible;

(b) the fittings don't need complicated or lengthy dismantling (including the use of any tools);

(c) the light bulbs can be replaced without causing damage to your property, fittings or fittings, or causing personal injury to any party (including themselves); and/ or

(d) no wiring, re-wiring or other electrical work is required.

In addition, our UW Fitters won't replace any light bulbs which are unsealed or IP-rated fittings, or external lights. The final decision on which light bulbs can be replaced is at the sole discretion of the UW Fitters.

18. Subject to Clauses 15 and 16 above, our UW Fitters will carry out the replacement of light bulbs at your property with reasonable care and skill.

### **The LED Light Bulbs: Our Lifetime Guarantee**

19. All light bulbs supplied and fitted by us are covered by a 36-month warranty. In addition, if you notify us at any time thereafter that a light bulb we've fitted is defective or has reached the end of its useful life, we'll post a replacement light bulb to you free of charge provided that:

(i) we've been supplying all your Communication Services continuously between the date the LED light bulbs were originally installed and the date you notify us that a replacement LED light bulb is required;

(ii) your electricity service is being provided by us on the date you request the replacement;

(iii) there are no monies outstanding on your account with us; and

(iv) we've not received a termination notice from you on any of the services we're supplying to you at that time.

At our sole discretion, we may require you to return to us (at your expense) any LED light bulb that you've informed us needs to be replaced under this Clause 19 before sending you a replacement. It'll be your responsibility to fit any replacement LED light bulbs.

20. This guarantee is in addition to, and does not affect, your legal rights. All LED light bulbs supplied by us are of merchantable quality and comply with all applicable statutory and regulatory requirements in the United Kingdom.

21. Clause 19 above doesn't apply to any defect in the LED light bulbs arising from wilful damage, accident, negligence by you or any third party, your failure to follow our reasonable instructions, the use of any transformers or light fittings or fittings incompatible with the LED light bulbs, or any alterations or repairs carried out without our prior written approval. Where we have reasonable cause to believe any defect has been caused by an incompatibility issue with your transformers, light fittings, dimmers or fittings, we may at our sole discretion insist that such compatibility issues be resolved by you, prior to sending out any replacement LED light bulbs.

22. No replacement LED light bulbs will be supplied to you under our Lifetime Guarantee where any amount is overdue for payment on your customer account with us.

23. If it becomes apparent up to three months after the date on which your LED light bulbs were fitted that they are not performing in a satisfactory manner, and we have reasonable cause to believe that the problem(s) is/are being caused as a result of a compatibility issue between the LED light bulbs and the fittings, transformers, dimmers and/or switches in your property, then at our sole discretion we may agree to make a contribution of up to £100 towards the costs necessarily incurred by you in resolving such compatibility issues. To make a reimbursement claim, you must send us VAT invoice(s) for any electrical components purchased (eg: fittings, dimmers, switches) and/or for work carried out by a qualified electrician solely for the purpose of

resolving the compatibility issues, together with a covering letter requesting your reimbursement to Customer Services, Utility Warehouse, Network HQ, 508 Edgware Road, London NW9 5AB, or by email using the form at [uw.co.uk/help/contact-us](http://uw.co.uk/help/contact-us). Under no circumstances will we be liable to reimburse more than £100 in aggregate in respect of resolving compatibility issues howsoever and whensoever arising at your property. If your claim is accepted by us, then we will credit the reimbursement to your Utility Warehouse account and this will appear on your next bill that we process.

24. All other conditions or warranties not set out herein, whether written or oral, express or implied by statute, at common law or otherwise, are excluded to the fullest extent permitted by law.

### **Title and Risk**

25. Ownership of the LED light bulbs will pass to you once our UW Fitters have installed the LED light bulbs at your property.

26. Subject to the guarantee set out in Clause 19 and the exclusions set out in Clause 21 above, the LED light bulbs will be your responsibility from the time of installation onwards.

### **Problems Caused by Installation**

27. By requesting the Bulb Replacement Service, you are deemed to have obtained any required consent from the property owner and agree to reimburse us for any losses, costs and expenses we incur as a result of your failure to obtain such consent.

28. You, a member of your household, or some other person over the age of 18 authorised to accept the installation on your behalf (if you are not at home), will be asked to accept that the installation work carried out by our UW Fitters has been completed to a satisfactory standard, and to confirm the number of LED light bulbs fitted at the end of the installation appointment, by signing an Acceptance Form. If you're not satisfied with the LED light bulbs and don't want to accept them, then our UW Fitters will reinstall your old light bulbs.

29. It's unlikely that any damage will be caused to your property during the installation process. However, if any such damage is caused by our UW Fitters while installing the LED light bulbs, they will take photographs of the damage and complete a damage report form for you to sign as part of the Acceptance Form. We don't accept responsibility for any damage caused by our UW Fitters which has not been reported on the Acceptance Form.

30. Subject to Clause 31, in relation to any other damage to your property caused by a UW Fitter and noted on the damage report form, we'll be liable for any reasonable costs you incur to remedy such damage up to a maximum of £500 in total for your property.

31. In addition to the limitations of liability provisions contained in our Standard Terms and Conditions, we won't be liable for any losses, costs or damages under these Additional Terms (or otherwise) to you for:

(a) any fault in your wiring or related services or the LED light bulbs supplied caused by tampering or negligence (unless caused by us) or by the failure to follow our reasonable instructions;

(b) our suspending, terminating or cancelling the Bulb Replacement Service;

(c) any delay or failure by us in providing any aspect of the Bulb Replacement Service, where such delay or failure is caused by events outside our reasonable control. Such matters outside our reasonable control include: the matters set out in our Terms and Conditions; adverse weather conditions which may affect driving conditions; illness, absence or non-availability of a UW Fitter; breakdown or any other event affecting the ability of a UW Fitter to attend your property;

(d) any loss or damage caused by us, or any of our respective officers, employees, sub-contractors or agents in circumstances where:

(i) there's no breach of a contractual obligation or legal duty of care by us or any of our respective officers, employees, sub-contractors or agents; or

(ii) such loss or damage is not a reasonably foreseeable result of any such breach.

(e) any loss or damage caused by the Bulb Replacement Service to the extent that such loss or damage results from any breach by you of these Additional Terms;

(f) any loss of business, contracts, profits, anticipated savings, reputation, or revenue; and

(g) any special, consequential or indirect losses.

### **Moving Home**

32. If you've received the Bulb Replacement Service as an owner-occupier and subsequently move home (whether you become an owner-occupier or a tenant in your new property), then provided you meet the eligibility criteria set out in Clause 7 above at your new property, we'll offer to supply you (subject to availability) with an additional Bulb Replacement Service at your new property free of charge, subject to you taking all the Communication Services at your new property. If you accept this offer, then:

(a) you'll be bound by these Additional Terms in respect of that Bulb Replacement Service, including the requirement to pay a contribution in accordance with Clause 39 below; for the purposes of calculating any contribution payable, the date on which the Bulb Replacement

Service was provided will be deemed to be the date of installation of the LED light bulbs at your new property and not the original installation date at any previous property; and

(b) we will waive any contribution payable in respect of the replacement LED light bulbs installed in your previous property.

33. In the event that a Bulb Replacement Service is not available from us at your new property for any reason, then any contribution payable in respect of the Bulb Replacement Service at your old property will be capped at £100 (including VAT) provided that you're taking all the Communication Services at your new property and, in the case of tenants, we've successfully installed a compatible and fully functional smart meter at the new property.

Any credit required to reduce the contribution charged on your old property down to this £100 cap will be issued once the Communications Services are all live at your new property and (if applicable) your new smart meter has been installed by us. In the event you don't meet the eligibility criteria set out in Clause 7 above, you'll be responsible for payment of the contribution in accordance with Clause 39 below.

## **Cancellation**

34. Before the installation appointment takes place, and subject to giving us at least 48 hours prior notice, you have the right to cancel the Bulb Replacement Service. No costs will be payable by you and we will confirm your cancellation by post or email.

35. Once the installation appointment has taken place, you have 14 calendar days after the day on which the appointment took place to cancel this Agreement. To do so, you just need to let us know that you've decided to cancel. Simply email us using the form at [uw.co.uk/help/contact-us](http://uw.co.uk/help/contact-us), or phone our Customer Services team on 0333 777 0777 or contact us by post to: Customer Services, Utility Warehouse, Network HQ, 508 Edgware Road, NW9 5AB. If you send us your cancellation notice by email or by post, then your cancellation is effective from the date you send us the email, or 48 hours after you post the letter to us.

36. If you cancel this Agreement in accordance with Clause 35, then:

a) you must return the LED light bulbs to us by post to Service Administration, Utility Warehouse, Unit 3, Horseshoe Close, NW2 7JJ without undue delay and in any event to be received by us within 14 calendar days from the cancellation date. You will be responsible for the cost of returning the LED light bulbs to us and ensuring that suitable packaging materials are used to protect the LED light bulbs while in transit to us; and

b) you'll have to pay us a contribution towards the costs that we incurred in installing the LED light bulbs in your property, which will be calculated at the rate of £2.50 per light bulb for the first

25 LED light bulbs and £1.50 per light bulb for any additional LED light bulbs. You accept that this is a reasonable estimate of our actual costs.

37. If you cancel this Agreement in accordance with Clause 35 because of our failure to comply with these Additional Terms (except where we've been affected by a reason outside of our reasonable control) you do not have to make any payment to us under Clause 36.

38. We reserve the right to withdraw the Bulb Replacement Service at any time without notice in relation to customers whose appointments have not yet taken place. This won't affect the rights of any customer who has received the Bulb Replacement Service prior to the date it's withdrawn.

### **Contribution**

39. If we have supplied you with the Bulb Replacement Service and we subsequently cease to provide any of our Communication Services (i.e.: landline, broadband, and mobile) to you for any reason, including:

(a) You ask us to cancel any of the Communication Services (i.e.: landline, broadband, or mobile) that you're taking from us; or

(b) Any Communication Service you're taking from us is transferred to another supplier; or

(c) Any Communication Service is disconnected at your request; or

(d) Any Communication Service is disconnected by us as a result of a breach by you of our Terms and Conditions (including failure to pay any charges on the due date);

then you'll need to pay us a contribution towards the costs we incurred in providing our Bulb Replacement Service to you. This Contribution is based on the total number of LED light bulbs originally installed by us (or by you pursuant to Clauses 15 or 23) at your property as shown on the Acceptance Form, and the length of time that has elapsed since the installation date, and will be calculated as follows:

(i) During the first six months, the contribution will be £8 per LED light bulb supplied;

(ii) During the second six months, the Contribution will be £6 per LED light bulb supplied;

(iii) During the third six months, the Contribution will be £4 per LED light bulb supplied; and

(iv) During the fourth six months, the Contribution will be £2 per LED light bulb supplied;

For example, if we've replaced 25 LED light bulbs in your property, and a contribution becomes payable during the third six months (i.e.: more than 12 months but fewer than 18 months from the date the Bulb Replacement Service was provided to you), then the contribution would be calculated as  $25 \times £4 = £100$ .

All contribution amounts shown in this Clause are inclusive of VAT, and will (where practical) be shown on the next monthly bill you receive from us.

40. If we've supplied you with the Bulb Replacement Service, but any of your Communication Services have failed to go live within 90 days from the date on which your application to become a customer was processed, then we reserve the right to charge you the contribution as set out in Clause 39 above.

### **Variation**

41. We reserve the right to vary these Additional Terms and Conditions; including withdrawing this Bulb Replacement Service or ceasing to offer it as a benefit to new and/or existing customers. If we make any material change that adversely affects you, we'll give you reasonable notice.