

Utility Warehouse Discount Club

Deemed Contract Terms and Conditions



Pursuant to Schedule 6 of the Electricity Act 1989 and Schedule 2B of the Gas Act 1986 you are subject to this Deemed Contract and its terms and conditions, as amended from time to time.

1. DEFINITIONS

- a) **We/our/s** 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/s** shall be construed accordingly.
- b) **You/your/s** means the customer using Energy at the Property we supply.
- 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.
- 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.
- i) **Property** means any address at which Energy is supplied pursuant to this Deemed Contract.
- j) **Equipment** means the meter and any related equipment for measuring and providing information on the Energy you use.
- k) **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.

2. PARTIES

These Deemed Contract 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 accordance with this Agreement you confirm that you are using your Energy wholly or mainly for non-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 9 below.

3. DURATION AND START DATE

- a) This Agreement commenced on the date that you started to receive Energy from us at your Property, and will continue thereafter until it is terminated in accordance with its provisions.
- b) You agree to read your meter(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.

4. THE SERVICES

- a) We can only supply electricity to customers whose electricity meters are profile 01, 02, 03 or 04. We can supply gas to customers whose gas meter type is U6 or U16, and where the metering frequency is greater than monthly. If your meter type or metering frequency subsequently changes, we reserve the right to increase the price you pay for your Energy to reflect any increase in our own costs. When you moved into the Property, you were connected automatically to the Tariff which was appropriate to your type of premises and meter profile.
- 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 invoice 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 8. 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) 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, 1st Floor, 4 More London Riverside, London, SE1 2AU: phone 020 7706 5137, or see the website at 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 or as subsequently notified by us to you in writing. The price may vary according to the way you have chosen to pay and the type of metering you have. All charges for supply activities are incorporated within the Tariff which forms part of this Agreement.
- b) We will produce a monthly invoice 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. When we produce your invoice 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 invoice or statement. We or any person or company we authorise will read the meters from time to time.

- c) (i) Subject to the exceptions in clause (c) (ii) (a) – (d), in each Bill or statement in respect of the Energy supplied to your Property, we will not include charges for Energy, including any related standing supply charges, which we have supplied to you, where those charges are in respect of Energy supplied to your Property more than 12 months before the date of the relevant Bill or statement;
- (ii) Our obligation in (c) (i) does not apply:
 - (a) Where the charges were included in a Bill or statement in respect of the Energy supplied to your Property prior to 1 November 2018;
 - (b) Where the charges were first included in a Bill or statement in respect of the Energy supplied to your Property less than 12 months after the date on which the Energy was supplied to your Property;
 - (c) In respect of any recovery action arising from Bills or statements in clauses c) (ii) (a) & (b); and/or
 - (d) Where we have been unable to produce a Bill or statement due to your obstructive or manifestly unreasonable behaviour.
- 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) If we owe you money (excluding any deposit we are legitimately holding as security against non-payment by you for your Energy supply), this will generally be refunded to you automatically; if we fail to do so for any reason, it will be refunded on request.
- f) Each invoice 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 invoice 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.
- g) If we have not received a payment by the due date, a late payment charge of 1% of the balance outstanding on your account will be added to your next monthly invoice or statement. 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.
- h) All our charges are subject to any applicable UK taxes and duties (including VAT and Climate Change Levy) which are payable on the supply at the prevailing rates.
- i) Unless we have acknowledged that there is a valid dispute, a late payment fee of £15 will be included on your next monthly invoice, 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 invoice from us; or
 - you cancel your direct debit or change to a new bank account without notifying us; or
 - your payment for a monthly invoice 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.

- j) Where you provide us with a security 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 less 1%. 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.

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) 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 invoice or estimated final invoice and the next meter reading we are supplied for the Property.
- 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) your proposed new supplier agrees that the transfer was a mistake; or
 - (iii) 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 invoice 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 at 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 invoice 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.
- i) This Agreement will end if you agree to enter into an Agreement with us on our standard terms and conditions.

7. 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(g), 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).

8. 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 8(b) and clause 8(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) We shall not 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 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 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 Property 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 an appropriate 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 non-domestic purposes the Distributor will only be liable to you in accordance with the limitations in clause 8(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 8(e) and 8(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 8(e), 8(f) and (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.
- i) We shall not be liable to you for any failure to deliver Energy under this Agreement, where such failure or breach is due to a reason outside our reasonable control, including, but not limited to, 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 this Agreement by giving us notice in writing.

9. 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.

10. 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) 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.
- d) If you would like copies of any personal information that we hold about you, please write to the Correspondence Department, Utility Warehouse, Network HQ, 333 Edgware Road, London NW9 6TD 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.
- e) For full details of how we use your data, please see the Privacy Policy available on our website www.utilitywarehouse.co.uk

11. 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.

12. 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 applicable terms in this clause 12 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 12(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 invoice 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) 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.
- i) Should you need a new Energy supply to your Property please contact your local electricity distributor or local gas transporter for further details.
- j) Please see our website for our complaint handling and dispute resolution procedures and our service level standards.
- k) 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 may 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.
- l) The headings in this Agreement are inserted for reference only and shall not affect the interpretation of these Terms and Conditions.
- m) This Agreement is 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.
- n) 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.
- o) Failure by either of us to enforce our rights under this Agreement shall not prevent the other from taking further action. If either party waives a breach of this Agreement that waiver is limited to that particular breach. If any part, term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of any remaining terms will not be affected.
- p) If you telephone us, or if we telephone you, your call may be monitored or recorded.
- q) 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 in the My Account area of our online 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.

- r) 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.
- s) We reserve the right to make changes to these terms from time to time and/or to introduce new terms 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 in writing. We reserve the right to change our prices or introduce new charges from time to time. Wherever possible we will give you reasonable notice and/or the right to cancel. We reserve the right to waive any published charges or fees at our sole discretion.

13. COMPLAINTS

- a) Please see our website at 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 0844 815 0506 or email businessclub@utilitywarehouse.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.
- c) If you are still not satisfied, you should write to our Member Resolution Team at Utility Warehouse, Network HQ, 508 Edgware Road, The Hyde, London NW9 5AB.
- d) It's important to know your rights when it comes to energy. You can get free, independent advice from Citizens Advice if you need any help. For example, they can help answer questions about your bills or meter, and check if you can get discounts, grants or a cheaper tariff. Visit citizensadvice.org.uk/energy or contact the consumer helpline on 03454 04 05 06 to find out more. You can contact Citizens Advice at any stage of the complaints process.
- e) If your complaint remains unresolved after eight weeks you can contact the Ombudsman Services: Energy by calling 0330 440 1624 or through their website at www.ombudsman-services.org.uk/energy. They offer a free, independent service for investigating complaints. Any decision made by the Ombudsman is binding on us.

