



## Terms & Conditions v3

Last Updated 2<sup>nd</sup> April 2020

These Rules are incorporated into our Member's Agreement with us, and compliance with these Rules is important both to maintain the standards of our Service and to enable Members to get full benefit and enjoyment from their Membership.

If there is anything you are unsure of in this agreement, please get in touch with our Member Support Team. You can find our contact details at [utilitypoint.co.uk/contact](http://utilitypoint.co.uk/contact)

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## DEFINITIONS

Agreement	These include the Standard Terms of Service and the tariffs detailed in your Energy Supply Agreement.
Application	An application for the supply of Energy to the Premises, completed by you and submitted to us over the internet or made with us on the telephone or in person.
Utility Point/Us/We	Utility Point is our trading name. Our registered company and the energy licence holder is Utility Point Limited, Company Number 10610614, registered in England and Wales. Our registered business address is Utility Point Limited, 5 Poole Road, Bournemouth, Dorset, BH2 5QL
You	May be the person or business who either signed up to take a supply from us or is the owner/occupier of property we are already providing energy to.
Non-Formal Agreement	An agreement formed between You and Us because we supply gas and/or electricity to a property of which you are the owner or occupier, when you have not actively agreed to that supply by us. This is also known as a non-formal agreement. Instances when this can happen include when: - you have moved into a rental property, if you do not take any action to move supplier; - you reach the end of a fixed-term agreement and do not take any action to form a new fixed agreement; This is also known as a non-formal agreement and is a term used by the energy industry. It is outlined in paragraph 8 of Schedule 2B of the Gas Act 1986, and/or paragraph 3 of Schedule 6 of the Electricity Act 1989.
Energy	This may mean either electricity or gas or both depending on your selection on application or what we are already supplying to the property or business referred to in this agreement.
Utility Point Pledge (UPP)	Means, when your fixed plan ends, we'll move you onto a package equal to the cheapest Utility Point package available that (i) will have no Exit Fee (ii) and may be amended in accordance with Clause 6. This is of course unless you choose another one of our great packages.
Flexi Online Package	An agreement for the supply of gas or electricity or both, in which the charges vary according to the cost of supplying gas or electricity as defined by a formula that forms part of your agreement. Otherwise known as a tracker.
Agreement Start Date	The date your agreement starts with us. This will be either the date we take over your supply, or when you start to take a supply from us through circumstances explained under the non-formal agreement.
Cooling Off Period	The period of 14 days from your agreement start date. During the cooling off period, you have a legal right to change your mind.
Supply Start Date	The date from when we become the registered supplier of gas or electricity or both to the property



## 1 OUR AGREEMENT

1.1 Our agreement together begins from when we become responsible for your supply, or when you start to take a supply from us, whichever happens first.

1.2 You have made a commitment to us that you either own or live in the property where the supply will be made, you are over 18 and you are allowed to sign up to this agreement.

1.3 You promise that the type of supply you have indicated to us (which is detailed in your pricing guide) is correct and that if you change from domestic to business usage or business to domestic usage, you will let us know so we can change your agreement and your pricing guide as required.

1.4 You will keep your contact details (including email address and mobile phone number) up to date. We will use these details to contact you with information about your account, and (if you have opted in to receiving it) to send promotional information.

1.5 You must email or phone us to cancel your agreement, whether it's a fixed, support or a flexible plan, unless you are switching to a new supplier.

## 2 SWITCHING TO UTILITY POINT

2.1 You agree that we're allowed to tell your existing supplier to end your agreement with them and to switch the supply to us.

2.2 We aren't responsible for any debt or other outstanding charges you may have to pay your previous supplier, unless we have expressly agreed to take on those amounts from your previous supplier (in which case you will be liable to us for those amounts)

2.3 We'll make every effort to complete your switch to us and begin the supply start date within 21 days from the date we tell your previous supplier, although this could be delayed because of reasons outside our control.

2.4 We'll let you know when we expect your switch to happen. However, the supply start date we give you is an estimate only and may be changed for reasons outside our control.

2.5 We can also change the supply start date if:

(a) We don't have all the information we need to complete your switch (including the answers to any questions we've asked you).

(b) You tell us you've changed your mind; or

(c) You ask us to start making the supply at a later date.

2.6 You agree to submit opening meter readings when we ask you to do so.

2.7 If your previous supplier charges you an exit fee to terminate your agreement and switch your property to Utility Point, we will refund this as a credit to your Utility Point account, up to a maximum of £36 per switch (including VAT). To claim the refund, you must have switched direct to us through our website and provide, over email, a copy of the final bill from your previous supplier for the property switching to Utility Point, with the exit fee amount itemised.



### 3 OUR UTILITY PACKAGES

3.1 Your agreement will be for either a Fixed plan, Flexible plan, Support or variable plan.

#### Fixed Plans

3.2 A Fixed plan is one of our fixed term and/or fixed rate tariffs and the terms for a fixed plan under this agreement shall apply.

3.3 We will not increase the tariff you pay under your fixed agreement for the duration of the agreement unless your agreement changes.

3.4 If you are on a fixed plan we may decide not to allow you to switch to another new fixed plan with us until your current agreement term ends, or we may charge you a fee to do so – for example, if after six months of your current one year fixed plan, we launch a new fixed plan that you want to switch to, then we can decide whether or not to allow you to switch to the new plan.

#### Flexible plans

3.5 A flexible plan is one of our flexible term and/or flexible rate tariffs and the terms for a flexible plan under this agreement shall apply. If you are on a flexible plan, you can cancel your agreement at any time without incurring a termination fee (see section 14).

#### Support plans

3.6 With a support plan within 30 days of your 3rd monthly statement being issued we will apply a credit equivalent to 50% of the total cost of these 3 bills, provided all due payments have been made on time and meter readings provided in line with our standard Terms and Conditions.

There may be occasions where industry data is unavailable when you first join us, which can mean a delay to your first bills being issued. The credit will be applied once all information is available and will continue to be based on the cost of your first 3 monthly statements.

Whilst your initial direct debit is discounted by 50%, the value of your discount is likely to be different given that the discount will be based on your billed amount.

We will complete a periodic Direct Debit review as per our standard Terms and Conditions, and will factor in the credit we have applied for half of the first 3 months of your usage when completing our calculations. This offer has limited availability and may be withdrawn at any time.

#### Variable Plans

3.7 A Variable plan is one of no fixed term or fixed rate tariff and the terms for a Variable plan under this agreement shall apply.

3.8 If you are on a Variable plan, you can cancel your agreement at any time without incurring a termination fee (see section 14).

#### Non-Formal Agreements

3.9 If you are on a flexible plan and we withdraw it from new and renewing customers, we may move you onto the cheapest flexible plan that is available at the time.

3.10 You may have a non-formal agreement with us, which means that you have an



agreement that you have not actively agreed with us but exists between you and us automatically because you are taking a supply.

3.11 You will be on our 'deemed' variable plan for the supply of your property when you are unknown to us until such time as you contact us and secure an alternative plan or terminate your supply with us.

3.12 You will not be charged a termination fee if you cancel your agreement with us and switch to a different supply.

3.13 Your non-formal agreement will terminate if you sign up to a fixed or flexible plan with us, or if you switch to another supplier.

3.14 You will be responsible for paying all outstanding charges under your non-formal agreement. Before you switch to another supplier, we may tell you that we object to the switch under section 13 and 15 if you have not paid all outstanding charges

#### **4 WHAT HAPPENS AT THE END OF YOUR FIXED PLAN**

4.1 We will send you a "statement of renewal between 42 and 49 days before your fixed plan is due to end, informing you of the options available to you.

4.2 If your fixed plan ends and you've asked us for a new fixed plan, we'll start a new contract with you for the new fixed plan on the date the old one ends.

4.3 If your fixed plan ends and you haven't asked us for a new fixed plan, we will automatically transfer you to the cheapest fixed plan available for your meter type and payment method until you switch to a new supplier or you start a new fixed plan with us. This is part of our Utility Point Pledge ensuring you don't get caught out paying higher costs for your energy.

4.4 If you ask us for a new fixed plan and we change the price of that fixed plan before your new contract starts, we will honour the lower charges if you have asked us to change before your new contract starts.

4.5 If you decide to leave us and we hear from your new supplier within 20 working days after your fixed plan ends, or if you enter into a new plan with us in the same period, we'll keep your charges the same until you switch or start the new plan (as applicable).

#### **5 PAYING FOR THE ENERGY**

5.1 You are responsible for paying Utility Point for your energy until our agreement together ends.

5.2 We'll calculate the charges for your energy using:

5.2.1 The electricity and or gas you've used in kilowatt hours (kWh),

5.2.2 Daily service connection charge for each "meter point reference number" or "meter point administration number" we are providing energy to at your household or business,

5.2.3 If you're on a fixed plan, the charges that applied to your fixed plan on the date you signed up,

5.2.4 If you're on a flexible plan, the charges that applied to your flexible plan for the period in which you consumed the electricity and or gas, and



5.2.5 If you have a standard meter, any meter readings you've given us, any meter readings we have been provided by the meter reader or, if no up-to-date meter reading is available, we will use estimated meter readings (using industry standard methods).

5.3 If you have a standard meter, you must either pay the amount shown on your bill in accordance with your chosen payment method or the fixed amount you have agreed to pay.

5.4 If you have a prepayment meter, you must top-up your meter in advance in order to receive the supply, and we will deduct charges for the supply from the amount you top-up.

5.5 We'll add VAT to our charges at the applicable rate (currently 5% for energy usage, 20% for any other charges).

5.6 If you ask us to test the accuracy of your meter, you must pay us an amount to cover the cost of the work being carried out. We'll tell you what this amount is at the time, and we'll provide a breakdown of the costs if you ask us for one. If the National Measurement Office decides that the meter is operating outside of the statutory limits, we'll refund the payment to you.

5.7 You agree to pay for your energy by monthly automatic payment by direct debit which you need to set-up as a condition of us working together and supplying your energy.

5.8 If you have a prepayment meter installed or if you agree to have a prepayment meter installed, you will be placed on to our prepayment meter energy plan and rates

5.9 If you are under a Non-formal Agreement and you have a prepayment meter, or if you change to a prepayment meter for any reason while under agreement with us, you will automatically be placed onto our Pay As You Go package.

5.10 If you're having trouble paying your bill, you should contact us immediately to discuss ways to save money and the payment methods available to you.

5.11 We will carry any debit or credit balance forward to the next month's bill.

5.12 So we can bill you as accurately as possible, you must give us an up-to-date meter reading for your energy at least once a month.

5.13 You must keep your account in credit by paying for the supply in advance by automatic payment.

5.14 Your automatic monthly payment amount will be based on the cost of the energy we think you'll use during the year with Utility Point split into 12 monthly payments. We will provide you with a payment schedule along with the dates on which payments will be collected when you set up your account with us.

5.15 We aim to review the amount, date and frequency of your automatic payments at least twice a year, for example to make sure you are covering the cost of the energy you use or reduce the amount if you are paying too much. To make sure together we are balancing your costs with your payments. To continue to receive the "on-line discount" you must provide meter readings at least once a month. This ensures your payments can be reduced if you are paying for more than you use or adjusted to reflect your consumption. Where we intend to make any changes to your automatic payment, we will notify you by email (normally 10 days) in advance of the payment being debited, or such other period as we may agree.

5.16 Your monthly Direct Debit amount is based on your personal projection of electricity and gas usage you gave us during the application process. You provided us with an



estimated usage either High/Medium or Low or you entered an actual amount. This is used to calculate your tariff and monthly payment. Throughout the time you are with us we make slight adjustments based on meter reads provided and actual usage. We do this to ensure your monthly payments don't build up too much credit on your account but also, so you do not accrue too much debt. We'll always let you know in advance if we change anything and we request you advise us if your circumstances change.

Depending on the tariff you have chosen your payments may be subject to variation, this will have been outlined clearly when you switched to Utility point and confirmed in your welcome pack.

Utility Point are a responsible energy provider and follow the guidelines set by the regulator Ofgem to ensure we review our customers payments to prevent them going into deficit/debt especially as we approach the winter period. When completing a review, we will use the information we have readily available regarding your expected consumption which is provided by the national database. The national database has all historic information regarding your readings and previous consumption which helps us project your monthly cost.

Direct debit payments will always be subject to change based on actual consumption, this is calculated from your meter readings, it is therefore important you provide monthly readings via your UP Utility hub to avoid estimated reads and bills and to ensure you only pay for what you use.

5.17 If we don't bill you for your energy within 12 months of you using it, you won't have to pay for that energy, except in any of the following circumstances where you will be responsible for paying us for your usage and any additional costs:

- if you haven't allowed us to access your meter to take a meter reading so that we can provide you with an accurate bill.
- if you have acted unlawfully by tampering with your meter or where your meter is not operating correctly, and you won't let us fix it.
- if you have unreasonably avoided making payment.
- if you have acted unreasonably in preventing us from accurately billing your account.

## **6 PAYMENTS AND CHARGES – LATE PAYMENTS**

6.1 If you're having trouble paying your bill, you should contact us immediately on 03455 57 78 78 to discuss ways to save money and the payment methods available to you.

6.2 If you don't pay your bill on time:

6.2.1 We can add the amount of your debt to your next bill or, if you have a prepayment meter, we can deduct a contribution towards your debt from any amounts you top-up by.

6.2.2 And your payment method is automatic payment and you do not make a payment to us on the date it is due by another means, we can charge you £15 for each missed payment to cover the administrative costs of recovering outstanding payment.

6.2.3 We can charge you interest at 4% per year above the current Bank of England base rate, which will be charged on the overdue amount you owe until you pay the overdue amount plus interest 6.2.4 We have the right to install a prepayment meter at your property



under warrant from the Magistrates' or Sheriff's Court without requiring your permission if your energy remains unpaid.

6.2.5 We can temporarily suspend or permanently disconnect the supply under without requiring your permission.

## **7 PAYMENTS AND CHARGES – ADDITIONAL CHARGES**

7.1 From time to time you may need to pay additional charges relating to the following:  
Testing the accuracy of your meter. We'll tell you what this amount is at the time, and we'll provide a breakdown of the costs if you ask us for one. If the National Measurement Office decides that the meter is operating outside the statutory limits, we'll refund the amount outside the statutory limit to you.

Repairing or replacing your metering equipment.

Changing the position of a meter at your property.

Disconnecting or reconnecting your supply.

Replacing payment cards or keys, if you have a prepayment meter.

Charges we are required to pass on to our customers by law or regulation, or a regulatory authority (such as Ofgem).

Any reasonable costs we incur (including administration costs) because you failed to meet the terms and conditions of this contract.

7.2 Additional charges: Please contact us for further information.

## **8 REFUNDS**

8.1 If you would like a refund:

8.1.1 Our Refund Policy will apply which can be found at [Utilitypoint.co.uk](http://Utilitypoint.co.uk).

8.1.2 Subject to Clause 5. above, we can increase your automatic payments to cover the energy we think you'll use during the winter months once your credit balance has been reduced by such a refund.

8.1.3 If we (or our payments processor) make an error with your automatic payment (for example, the amount of the payment taken is incorrect), you are entitled to an immediate refund from us of the full amount paid and any charges or interest you may have incurred from your bank as a result, for example, going overdrawn caused by incorrect payment. You should contact us as soon as you realise that an error has been made so we can action the applicable refund. As you will still be required to make the payment to us for the period to which the (incorrect) automatic payment relates, we will take the correct automatic payment immediately after making the refund to you. If you receive a refund from us that you are not entitled to, you must pay the amount of the refund back to us immediately when we ask you to.

8.2 Under some circumstances, you may incur additional charges under this agreement. We will always tell you prior to making any additional charges.





8.2.1 If you ask us to undertake any voluntary work on the energy infrastructure of your home (e.g., moving your meter from its current location or disconnecting supply), we will notify you at the time of any additional charges. You may also find information on additional charges on our website at [UtilityPoint.co.uk](http://UtilityPoint.co.uk).

## 9 ONLINE ACCOUNT MANAGEMENT

9.1 An Online Discount is applied to the Tariff as this requires you to manage your account online. There are a number of Online Rules, which are set out in section 9.3 below. This Online discount is available unless we withdraw it under section 9.4. For details of the current amount of the Online Discount and how it's applied, please see our additional charges list.

9.2 For the purposes of the Online Rules, your UP Utility hub means our online customer account management system.

9.3 You agree to follow all these Online Rules: You will provide an email address for receiving communications from us, including those mentioned below.

You will receive all communications from us electronically, including bills, price changes and other information about your account, or notices we need to send you under this contract or our supply licence. We may send this information to you via you UP Utility Hub or your nominated email address.

You will provide meter readings when prompted before you take a supply from us, and at least once a month, using your UP Utility hub only (unless you have a smart meter).

You will manage your monthly Direct Debit (if you have one) using your UP Utility hub only.

You will make any one-off or other ad-hoc payments required to us using your UP Utility hub only.

You will request any refunds using your UP Utility hub only.

You will update or change your personal details using your UP Utility hub.

You will renew your contract using your UP Utility hub only (if you decide to renew).

You will use only you're UP Utility hub to find out information about your account (including tariffs, rates, statements, charges and usage).

9.4 We will regularly review your account activity to make sure that you have been following the Online Rules. If you haven't, we will remove your Online Discount, unless you weren't able to follow them because you're UP Utility Hub wasn't accessible or working properly.

9.5 We can change the amount of the Online Discount, or can stop or withdraw offering it entirely, at any time.

## 10 MOVING HOME

10.1 If you're moving to a new home and tell us at least two working days before you move, your contract end date will be the day you move out.



10.2 If you tell us after you've moved, or once we hear from the person who's moved into the property, your contract end date will be two working days after you tell us, or we hear from the new occupier.

10.3 You are responsible for paying all charges incurred: Up to and including your contract end date, if you've told us you're moving, or When someone else takes responsibility for the supply, if you haven't told us you're moving.

10.4 You must give us your new address, so we can send you a final bill and your final meter reading(s), unless you have a smart meter, in which case we will take a final reading from your smart meter remotely. If you don't provide your final meter reading(s) we will use the new occupant's reading or our reasonable estimate to generate your final bill.

10.5 If you ask us to provide a supply at your new home, we'll cancel your existing contract and set up a new contract for your new property, which will take effect in accordance with sections 2, and 3 above.

10.6 If you are moving home and your tariff has exit fees then they will apply to the closing bill. If you take out a new contract at your new property, then the same fee will be credited to this new account.

## 11 ACCESS TO YOUR METER

11.1 Your meter will be either a credit meter or a prepayment meter:

**Credit meter** A meter that does not have to be topped up in advance in order for the supply to be made and includes a smart meter in credit mode.

**Prepayment meter** A meter that has to be topped up in advance in order for the supply to be made (whether or not the prepayment meter is being used to recover an overdue debt) and includes a smart meter in prepayment mode.

11.2 You are responsible for ensuring your property has an appropriate credit meter or prepayment meter installed that meets all the following requirements:

It is capable of measuring the energy supplied to your property.

Maintenance and legal compliance checks are carried out for all pipes, equipment, wires and other fittings.

It is suitable and meets industry standards for safety and accuracy.

11.3 You are responsible for ensuring that your metering equipment is not lost, stolen or damaged. In this contract metering equipment means the meter itself and all the equipment required to operate your credit meter or prepayment meter.

11.4 If you discover any damage, fault or other issue with your metering equipment, you must tell us immediately.

11.5 We are allowed to install, maintain, read, disconnect, repair or replace any metering equipment.

11.6 You must pay our reasonable costs in connection with removing, inspecting, replacing or repairing the metering equipment at your property (for example, if your payment method is



changing, except if the loss or damage has been caused by something we have done or failed to do.

11.7 You agree to give us or anyone acting on our behalf safe access to your property and all metering equipment. If there are obstructions preventing us accessing your metering equipment, you must remove them.

11.8 If you have a smart meter that we can read without coming to your property, you agree that:

11.8.1 We may remotely repair and update it.

11.8.2 We may switch it from credit mode to prepayment mode or disconnect your supply (or both) but we will notify you before this happens.

11.8.3 We may use information from it to work out your bill and offer you appropriate tariffs and other products (including via any associated in-home display device), and monitor your energy usage.

11.8.4 You will not remove any equipment provided to you (such as an in-home display unit) without our consent.

## **12 UTILITY POINT GREEN ENERGY**

12.1 Green Energy is available only to Utility Point Direct Debit members. It is an optional monthly amount that you can pay by direct debit in addition to your fixed or flexible plan.

12.2 The Green Energy amount is set out in our additional charges list. 12.3 You may choose to add the Green Energy amount to your existing or new fixed or flexible plan at any time by phone or via you're UP Utility hub. After you tell us you'd like to add Green Energy to your plan, you'll be charged the Green Energy amount in advance for the following month.

12.4 You can choose to stop paying for Green Energy at any time by phone There's no termination fee for cancelling and we won't charge you any further Green Energy amounts following notification of your cancellation unless the direct debit payment has already been processed before you let us know.

## **13 CHANGES TO THIS AGREEMENT**

13.1 From time to time due to changes in law or regulation, we may update your agreement terms to comply with those laws or regulations, or where we are legally required to follow advice, or where our business necessitates a change to these Terms of Service.

13.2 If you are on a fixed plan, we will not change the energy charges you pay under your agreement while you are on a fixed plan.

13.3 If we make changes to this agreement that results in your energy rates increasing, we will give you 30 days' notice to let you know about the changes. If you do not agree with the changes, you can change to another supplier without any penalty. This doesn't apply if we change your payment method in accordance with this agreement or if you automatically move onto either of our flexible or variable plans in accordance with this agreement. If we hear from your new supplier within 20 Working Days after the change takes effect, or if you



enter into a new plan with us in the same period, we'll keep your prices the same until you switch or start the new plan.

13.4 If you're switching for any reason, we can object to the switch if there are outstanding charges due on your account. If you have a prepayment meter, we can block the switch if you owe us more than £500, unless your new supplier agrees to take on the debt. You have 30 Working Days after receiving notification to pay us the outstanding charges when you have notified us you intend to switch. If you're paying by any method other than via a prepayment meter, we can block a switch for any amount of debt.

13.5 If you ask us, we can add another person to your agreement so that they can administer your account on your behalf. We can only make that person financially responsible for your account if they agree to it, which we will need to do with them directly.

13.6 If you are on one of our flexible plans and we withdraw it from new and renewing members, we may move you onto a new tariff that is open to new and renewing members.

13.7 if you are on one of our flexible plans and we withdraw it from new and renewing members, we may move you onto a new tariff that is open to new and renewing members.

## **14 CANCELLING YOUR AGREEMENT WITH US**

14.1 You have the right to cancel your agreement up to 14 days after the day your agreement starts. We call this the cooling off period.

14.2 If you leave us after the cooling off period, we may charge a termination fee as detailed in the additional charges list, unless we told you that we would not do so in your welcome pack).

14.3 You do not have to pay us a termination fee if:

14.3.1 You are leaving us after you have received a statement of renewal from us but before your fixed plan ends.

14.3.2 You are on a flexible package and became a member directly through our web site.

14.3.3 You are moving from a variable package to another package.

14.4 Other than the situations set out above, we reserve the right to charge a termination fee. This includes moving away from a fixed package– in this case we will determine at our discretion whether or not to allow the move or charge a termination fee.

14.5 If your fixed package comes to an end and you do not renew or take action, you'll automatically move onto our cheapest package available for your meter type and area.

14.6 If you're switching to a new supplier, you don't need to tell us yourself. Your new supplier will contact us to cancel your contract on your behalf.

## **15 CANCELLING YOUR AUTOMATIC PAYMENT**

15.1 If you agree to pay by Direct Debit and then cancel your Direct Debit, we can end your contract early and we will make a charge per month in accordance with our additional charges list.



15.2 If you have a prepayment meter with outstanding debt and you're switching away from us for any reason, we can object to the switch, unless your new supplier agrees to take on the debt or you pay us within 30 working days of receiving notice that we've blocked your switch.

15.3 If you have outstanding debt and you request to switch to a new provider, we may tell you that we're objecting to the switch request. If you clear this debt within 30 working days, we'll keep your charges the same and allow the switch to happen.

15.4 This section 15 will survive termination of your contract.

## **16 DISCONNECTING YOUR ENERGY**

16.1 We can suspend or disconnect the supply of energy to your property if you haven't paid your bill on time, and we will re-start it as soon as possible once the bill has been paid.

16.2 If we have had to suspend or disconnect the supply, we may choose to do checks with a credit reporting agency and ask for a security deposit before we re-start or re-connect it.

16.3 If we ask you, you must reimburse us for the cost of suspending or disconnecting the supply, as well as the cost for re-starting or re-connecting it.

16.4 We will not disconnect your supply in winter (1st October to 31st March) if any person living at the property is registered as vulnerable. In addition, we provide a range of priority services for members who are registered with us as vulnerable.

## **17 WHAT WE'RE RESPONSIBLE FOR**

17.1 Our liability (including for negligence and breach of statutory duty) is limited to £10,000 for each unconnected event that we are directly responsible for, or £10,000 in total for any connected series of events that we're directly responsible for, and which has caused you loss or damage.

17.2 We are not liable for any loss or damage (including negligence and breach of statutory duty) that we couldn't reasonably have expected would result from breach of this agreement at the time you entered into it.

17.3 If we are liable for a loss caused by a gas transporter or electricity distributor, our liability (including for negligence and breach of statutory duty) is limited to the amount we're entitled to recover from them on your behalf.

17.4 If we are required or entitled to take action under our gas supply licence, electricity supply licence or any other rules that are binding on us, we won't be in breach of this agreement.

17.5 As we do not directly control the reliability of energy to your property, we can't guarantee that the supply will be uninterrupted. We can however confirm that the reliability of your energy supply would be the same irrespective of which energy supplier you chose.

## **18 USING PERSONAL INFORMATION**



18.1 We both agree that we can use your personal data in accordance with our Privacy Policy, which you can find at [UtilityPoint.co.uk](http://UtilityPoint.co.uk)

## 19 EMERGENCIES AND SAFETY

19.1 If you have a gas emergency, you must report it on 0800 111 999

19.2 If you have an electricity emergency, you must report it to your local electricity distributor by calling 150 – their contact details are available at [utilitypoint.co.uk](http://utilitypoint.co.uk) or [energynetworks.org](http://energynetworks.org)

19.3 You mustn't use the supply in any way that endangers people or property, or that could interrupt the electricity or gas supply of any other property.

19.4 We can restrict the supply if we think you are using it in a way that is unsafe or if we are required to by any legal or other requirement that is binding on us.

## 20 OUR COMPLAINTS POLICY

20.1 We will aim to respond to your complaint the same day we receive it. If you're not happy with our response, you can ask for your complaint to be escalated to our internal complaints team, who will be in touch within five working days.

20.2 You can submit a complaint in person, in writing or over the phone by: Calling us on 03455 57 78 78

20.3 If our complaints team doesn't resolve your complaint to your satisfaction, you will receive a final response (called a "deadlock letter"). This will detail what's happened with your complaint and what we've suggested, and give you contact details for the Energy Ombudsman. They're an independent organisation who you can ask to pick things up for you, for free. If they decide that we should do something for you, we legally have to do it (but if they think there's something you should do, you don't have to go with their decision).

20.4 You can view our Complaints Procedure in the 'Contact and Support' section of our website.

20.5 You can also find other useful information on your rights and what we can do to help, including details of the Priority Services Register and how to sign up.

20.6 You can also get free, independent advice from Citizens Advice so that you know your rights as an energy consumer, including how to get a better deal, to make a complaint, get advice about the quality of your electricity or gas 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.

## 21 NATIONAL TERMS OF CONNECTION

21.1 We are 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 of Connection (NTC) and agree to keep to its conditions. This will happen from the time that 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 5137, or see the website at [connectionterms.org.uk](http://connectionterms.org.uk).

## 22 OTHER CONDITIONS

22.1 In the event of a company restructure, change of ownership or another event required as part of our general course of business, we may transfer any of our rights or obligations under this agreement and it may not be possible to notify you or seek your permission beforehand.

22.2 In the event of a change of ownership, change of tenancy or any other change that may affect this agreement or the supply of your energy, you are not able to transfer your rights or obligations under this agreement without agreeing this with us.

22.3 If we need to serve a notice on you in connection with this agreement, we will use either your email address or postal address that you have provided to us. If we post a notice to you in connection with this agreement, it will be assumed to have been delivered two working days after it was posted unless it is issued to you by hand or email in which case it will be considered to have been delivered immediately.

22.4 These Terms and Conditions, and any documents explicitly referred to in them, are the entire agreement between you and us.

22.5 Nothing in this agreement affects our legal rights or powers. Nothing in this agreement affects any of your statutory rights that can't be excluded by law.

22.6 If any part of this agreement is void or unenforceable, the rest of the agreement will be unaffected.

22.7 This agreement is governed by the laws of England. If there is any dispute between us, it will be dealt with by the courts of England.

22.8 If we are unable to continue supplying our customers, Ofgem may give a Last Resort Supply Direction. This means that you could be transferred to another supplier, and your supply will not be interrupted.

## 23 REFERRAL PROGRAMME

### 23.1 referral definition of terms

23.1.1 Acceptance of key conditions: By participating in the Utility Point refer a friend program (the "Program"), existing members of Utility Point ("Referrers") and the friends that they refer ("Referred Friends") are non-formal to accept the following key conditions.

23.1.2 Eligibility: Referrers must be existing Utility Point members. Referred Friends must not have already signed up to Utility Point or be an existing member, already on supply with Utility Point, or a member of Utility Point in the preceding 12 months, under any email address or alias. An existing member of Utility Point moving supply of an additional property, which has not previously been supplied by Utility Point, is eligible for a Referrer Reward. The scheme is open to Referrers and Referred Friends who are residents of the UK. Over 18s



only. Utility Point reserves the right to verify Referrers and Referred Friends and require proof of eligibility. Utility Point decision on eligibility shall be final and binding.

23.1.3 User: These terms apply to individuals who are accessing or using the Program both as a referrer and a friend referred to Utility Point's Services and the use of 'User' or 'you' shall be a reference to either or both as the context permits.

23.1.4 Reward: The Reward will vary by campaign. The active campaign for a Referrer is shown on their personal refer a friend dashboard page.

23.1.5 Sign Up Date: The date the Referred Friend informs Utility Point, via enrolment on the website, that they want to switch their energy supply to Utility Point.

23.1.6 Switch Date: The date Utility Point starts to supply electricity or electricity and gas to the Referred Friend.

## 23.2 referrals and rewards

23.2.1 Registration: Once a Referrer has registered for the scheme, they will receive a Reward for each Referred Friend that successfully switches their energy supply to Utility Point, subject to these conditions.

23.2.2 Qualification for Reward - Referrer: For a Referrer to qualify for a Reward, their Referred Friend must meet all applicable eligibility criteria and use the Referrer's personal URL link ("Personal Link") to switch energy supply to Utility Point on UtilityPoint.co.uk. Referrals claimed retrospectively are not eligible and will not be rewarded. Utility Point is not responsible for failure to issue Rewards resulting from an incorrectly quoted Personal Link.

23.2.3 Qualification for Reward – Referred Friend: A Referred Friend who meets the eligibility criteria and results in the Referrer being entitled to a Reward will also be entitled to a Reward. A Referred Friend will not receive more than one Reward per property.

23.2.4 Cancellation: If the sign up to Utility Point by the Referred Friend is subsequently cancelled, this will result in the cancellation of the Referrer's Reward and the Referred Friend's Reward.

23.2.5 Notification: The Referrer will be notified by email once a Referred Friend has signed up, on the Sign Up Date, and again when the Reward has been earned.

23.2.6 Delivery: Rewards will be delivered to the Referrer and the Referred Friend on the Switch Date via a credit to the online account found via the UP Utility hub. This is usually 21 days after the Sign Up (Application) Date.

23.2.7 Advertising of Personal Link: User bidding on any Utility Point related brand name, product name, variation, misspell is strictly prohibited across all search engines and social media platforms. This includes bidding on brand and generic terms, as well as broad match generic terms.

23.2.8 The method by which Users may refer User Friends shall be at the absolute discretion of Utility Point.

23.2.9 Members are responsible for any tax implications resulting from receiving a reward.

23.2.10 The Referred Friend agrees that their first name, annual saving on energy bill, and annual CO2 saving may be shared with the Referrer.





23.2.11 By participating in the Program, Users agree to use the Program in the manner specified in, and are bound by, these Terms and Conditions. If you do not agree to these Terms and Conditions in their entirety you are not authorised to register as a Referrer or participate in the Program in any manner. Users may not participate in the Program where doing so would be prohibited by any applicable law or regulations.

23.2.12 We reserve the right to modify, amend or withdraw at any time, these Referral Program Terms and Conditions. Any amendments or new terms and conditions will be available on our website and the terms and conditions on the website at the time you use the Program will be the ones that apply.

23.2.13 Users will be provided with a unique and personal refer a friend dashboard page to view their Referrals and any Rewards to which they are entitled.

23.2.14 The particular Reward to which a User is entitled will be that Reward advertised on to the Referrer on Utility Point's website at the time of the Referred Friend's Sign Up Date.

Please note that Rewards may change from time to time and different Users may be entitled to different Rewards.

23.2.15 Every Reward advertised on Utility Point's website will be subject to these Terms. In addition, the Reward will be subject to any specific or bespoke terms notified to you at the time you register for the Program.

23.2.16 Referred Friends may be subject to verification and Utility Point may delay issuing a Reward (or a Friend Reward) for the purposes of investigation. Utility Point may also refuse to verify and process any transaction Utility Point deems, in its sole discretion, to be fraudulent, suspicious, in violation of these Terms and Conditions, or believes will impose potential liability on Utility Point, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents.

23.2.17 Any decision by Utility Point in respect of whether or not a referred User Friend has been successfully verified and a User is entitled to a Reward shall be final and binding.

23.2.18 Rewards are not transferable and may not be auctioned, traded, bartered or sold. Upon termination of the Program or any portion thereof for any reason, or upon cancellation of a User's Utility Point account for any reason, any Rewards accumulated by the User are forfeited.

23.3 your further obligations under the referral program. you must:

23.3.1 Not attempt to market, reproduce, sell or re-sell the Reward to any third party whatsoever;

23.3.2 Provide us with accurate information and ensure that all details that we hold about you (including your email address) are up to date and valid.

23.3.3 Use the website in accordance with these Terms and not in any way which may affect the reputation of Utility Point or the use and enjoyment of the website or our Services by any other users or third parties;

23.3.4 Inform us as soon as it is practicable if you become aware that someone has tried to access your account without your permission or attempted to obtain Rewards using your personal details.



23.3.5 Not attempt to pass yourself off as Utility Point or any Utility Point employee when promoting your Personal Link.

#### 23.4 personal links

23.4.1 Personal links should only be used for personal and non-commercial purposes.

23.4.2 If a Referrer provides a Personal Link to a Referred Friend by email, the email must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members. By submitting the email addresses, the Referrer represents that he/she has their prior consent.

23.4.3 Bulk email distribution, distribution to strangers, or any other promotion of a Personal Link in a manner that would constitute or appear to constitute unsolicited commercial email or "spam" in Utility Point's sole discretion is expressly prohibited and may be grounds for immediate termination of the Referrer's account and deactivation of the Personal Link.

23.4.4 We have a no tolerance spam policy.

23.4.5 Utility Point has no obligation to monitor the content provided by Users; however, Utility Point may choose to do so and block any email messages, remove any such content, or prohibit any use of the Program.

23.4.6 Each User is the actual sender of the emails and must comply with applicable law. A User who does not comply with the law, including anti-spam laws, shall indemnify Utility Point against any liabilities, costs and expenses it incurs as a result of such spam.

#### 23.5 Suspension of the Referral Program.

23.5.1 We may suspend your rewards account at any time should you be in breach of these terms and conditions.

23.5.2 If we suspend your rewards account for any reason, we may refuse to provide you the right to receive any Rewards.

## 24 UTILITY POINT REWARDS

24.1 The reward programme is provided at no additional cost and is for the personal use of the registered customer only.

24.2 When you Join Utility Point Rewards you accept these terms and conditions (Rules).

24.3 We can change these Rules at any time. If you continue to take part in Utility Point Rewards after we've made the changes to the Rules, we'll assume you've accepted these changes.

24.4 To be a Utility Point Rewards member you must hold a live Utility Point account, be over 18 years of age, and have set up a Utility Point Rewards account.

24.5 Only one Utility Point Rewards membership per individual customer, and only one membership per household is permitted.

24.6 The available benefits can be changed or updated at any time.

24.7 There is no cash alternative.



24.8 If you leave Utility Point before the end of your contract, your Utility Points Rewards membership will cease. A cancellation fee of £10 plus VAT may apply.

## **25 THE UTILITY POINT BRAND**

25.1 We want to make sure the Utility Point brand is used in the right way. We don't want to confuse people. Feel free to link to Utility Point's website/social media accounts, but please do not use the Utility Point brand name in any of your own social media accounts. Please get written permission from Utility Point before using any of Utility Point's brand features. If you would like to use the Utility Point brand for anything, please get in touch.

25.2 Utility Point's brand features include but are not limited to:

The Utility Point logo and brand colours.

The Utility Points program

The Utility Point packages.