the Utility Warehouse Discount Club

Terms and Conditions

Home Phone

Mobile

Internet

Gas

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Club Membership

The Utility Warehouse is a discount club offering savings on a wide range of essential household services. Members can choose between either 'Value' membership which costs £2.50 per month (included on each monthly bill) and includes a paper bill and a range of useful benefits, or 'Online' membership at £1.50 per month.

a) You will automatically become a member of the Utility Warehouse Discount Club with effect from the date we first make any of our services available to you, and you must remain a member until all such services have been disconnected or terminated and your final bill has been produced, at which time your membership will lapse forthwith. Club membership is only open to customers who have successfully applied for at least one of their utility services (Gas, Electricity, Home Phone, Mobile, Internet) to be supplied by us.

b) You will be charged a monthly membership fee at your chosen level in respect of all the services we provide to you. If you have not specifically requested our Online membership, then Value membership will be provided. Members may change between Online and Value membership at any time, and there is no charge for doing so.

c) The membership level shown on each monthly bill will determine:
   - whether we automatically send you a paper copy of that bill (although we reserve the right not to do so in the event of a postal strike or other industrial action which prevents us from producing or delivering a paper copy of that bill in a timely fashion);
   - whether any calls made during the previous calendar month to our member services and technical support teams are chargeable; and
   - eligibility for Accidental Death Cover for the following calendar month.

d) All Club members are entitled to make unlimited free 'anytime' local and/or national calls using any of our fixed line telephony services (ie. Home Phone, Internet Phone and/or our FreeCall app) to the landline telephone number(s) of any other Club member, provided we are supplying the other Club member with a fixed line telephony service on that landline number, irrespective of the number of additional services taken by either member.

e) All Club members are entitled to make unlimited free 'Off Peak' calls using our Home Phone service (including Internet Phone) to any UK local or national number (01, 02, 03, 0845 or 0870).

f) Members who joined the Club prior to 30 September 2006 may under certain circumstances continue to receive 'Cashback' in accordance with the previously published rules of that scheme (please note this should not be confused with the 'CashBack card' introduced in October 2008). A member who remains entitled to receive 'Cashback' on the anniversary of their membership is not entitled to benefit from the 'Free Global Calls' available to members who joined prior to 1 April 2012. Once a member has left the 'Cashback' scheme, they will not be able to rejoin that scheme in future.

g) Members who joined the Club on our Standard membership level prior to 1 May 2010 (and remain on that level) are entitled to receive the benefits shown for Online membership but will continue to be sent a paper bill. Members who joined prior to 16 March 2013 and chose one of the premium membership categories then available, can retain their premium membership (together with the additional benefits associated with that premium membership level at the time they signed up for it) whilst they remain a member, notwithstanding that these premium memberships are no longer available.

h) Members who joined the Club prior to 1 April 2012 and are not eligible for 'Cashback' in accordance with clause f above will remain entitled to receive the benefit of 'Free Global Calls' where applicable in accordance with previous terms and conditions; this benefit will be based on the number and types of services live on their account from time to time.

i) If you have selected the Online membership option or selected e-billing, then your bill notification and other appropriate correspondence from us will be sent to you by email (which may include attachments) to the most recent email address supplied by you. Paper copies of your bill will not be sent separately unless specifically requested by you, in which case each paper bill will be subject to an administration charge of £1.50. We may also occasionally send you paper copies of other correspondence. It is your responsibility to inform us of any changes to the email and/or postal address which you would like us to use when we need to contact you; if you fail to do so, you will still be deemed to have received any communication sent by us to the last email and/or postal address you provided.

j) Full terms and conditions of the Accidental Death Cover and Redundancy Protection, for customers with either or both of these included as a benefit, are available on our website at www.utilitywarehouse.co.uk. Where applications were processed prior to 1 May 2010 and more than one person is named on the application form then these benefits are available to the first named person; for applications processed after 1 May 2010, these benefits are available to the named main account holder. For Premium members, the spouse/partner of the main account holder (irrespective of whether the name of the spouse/partner is also named on the application form) is automatically covered for £10,000 of Accidental Death benefit; for Gold members (not to be confused with members with Gold Status), the spouse/partner of the first named person on the application form (irrespective of whether the name of the spouse/partner is also named on the application form) is automatically covered for £10,000 of Accidental Death benefit.

k) Full terms and conditions for the CashBack card are sent to all customers who apply for this benefit, and are also available on our website at www.utilitywarehouse.co.uk

l) Freephone technical support and freephone customer services, where included as a benefit for certain membership categories, are only available when called using any of our fixed line telephony services (includes Home Phone, Internet Phone or our FreeCall app).

m) The above clauses apply to:-
   - all customers who have completed a paper application form or an online application for our services which included automatic membership of the Utility Warehouse Discount Club; and
   - all customers who have asked us to provide any of our services to them by telephone; and
   - any customer who joined Telecom Plus prior to 1 October 2003 and has subsequently chosen to join the Utility Warehouse Discount Club.

Gold Status Benefits

General rules

All Club members who have successfully applied for, and are taking, four or more Eligible Services will have Gold Status and be entitled to additional benefits as set out below. Although any member can obtain Gold Status by successfully applying for additional services at a later date, certain benefits are only available where the member applied for at least four Eligible Services as part of their initial application (whether on paper, verbally via our customer services or telephone sales teams, or online); for this purpose, any services successfully applied for subsequently (but before the 10th of the month following the month of the initial application) will be deemed to form part of that initial application.

a) If at any time (except within the first 75 days of becoming a Club member) you do not have a minimum of four live Eligible Services, for whatever reason, then your Gold Status (together with all associated benefits of being a member with Gold Status) will immediately cease. Gold Status is reviewed at the time each monthly bill is processed, and entitlement to any ongoing Gold Status benefits is dependent on you having Gold Status at the time of producing that bill.
b) In the event that your account is in arrears (other than where we have acknowledged there is a valid dispute), or if we do not hold valid direct debit details for you, we reserve the right to suspend or withhold any Gold Status benefits without notice.
c) For the purposes of determining whether a member is entitled to Gold Status, the Eligible Services are; Gas, Electricity, Home Phone (including Internet Phone), Internet (including Mobile Broadband) and Mobile (excluding ValuePay). The FreeCall app, CallMe(0800) service and the CashBack card do not qualify as Eligible Services. For the purposes of assessing eligibility for Gold Status, multiples of any types of Services are excluded when calculating the number of Eligible Services.
d) As we are unable to supply Gas or Electricity in Northern Ireland, customers living in Northern Ireland are unable to have Gold Status. However, provided they have at least four Eligible Services (on the basis that each connected mobile phone number that is subject to a monthly line rental of at least £5 is counted as a separate eligible service) they will still receive the following Gold Status benefits: free 'Peak Saver', free calls to '10 Top International Destinations' and free calls to Utility Warehouse mobiles.
e) The following Gold Status benefits - Double the Difference Price Promise; 10% Extra Discount on Energy, and Reimbursement of up to £200 of Early Termination Fees - are only available to someone who has previously been a Club member if that person:
   - has not been a Club member since 25 March 2012; and
   - did not benefit from the '£100 Discount on Energy' promotion available to customers who joined the Club between 1 September 2009 and 30 April 2010; and
   - has not previously received an Early Termination Fee refund from us.

   For the purpose of this clause, a member of the same household shall be deemed to be the same person.

1. 'Double the Difference' Price Promise

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

a) Price Promise is only available to members with Gold Status, who applied for at least four Eligible Services in their initial application (whether on paper, online or via our inbound telesales team).
b) Price Promise is only available to members paying by monthly direct debit, and is subject to your bank not having rejected any direct debit requests made by us (unless this is directly due to our mistake).
c) Price Promise does not apply to any service which has been used for business purposes, or where you are currently receiving a discount by virtue of the type of work you do or who you work for.
d) Price Promise only applies to services which have been successfully transferred to us within 75 days of you becoming a member, and you must have at least four live Eligible Services with us by this date (multiples of the same type of service are ignored). Once each Eligible Service has gone live with us, the Price Promise will apply from the 1st of the following month in respect of that service.
e) You cannot make a claim if any of the services requested by you (either as part of your initial application or subsequently) have been cancelled for any reason, or if you have asked us to change the supply address of any of them, or if our records show that you joined the Utility Warehouse Discount Club prior to 4 April 2011.
f) The amount payable to any member under our Price Promise is subject to a maximum of £500 in total. If you wish to make a claim, you must ensure we receive it no later than 18 months after the date you became a member; only one claim can be made per member.
g) We reserve the right to withdraw or vary our Price Promise at any time, however this will not affect the rights of anyone whose membership application was successfully processed prior to that date.
h) Additional terms apply to each individual service, as set-out below.

Home Phone and Broadband Service

a) Price Promise is based on comparing the total cost of the Home Phone and Broadband service we supply to you for the first three complete calendar months after both these services have gone live, with the total amount your previous supplier(s) charged you for the three monthly period immediately prior to the date on which your service(s) were transferred to us, including all fixed monthly charges and any charge for providing a paper bill. Where the service requested from us is materially different to the service you were previously using, then the calculation will be adjusted where necessary (using the published tariffs of both ourselves and your previous supplier as applicable) to ensure the comparison is being made on a like-for-like basis. In making this comparison, we will ignore any charges relating to new line installations or engineering work, any introductory and/or short-term offers and promotions, any discount for paying fixed charges annually in advance, and any costs relating to the supply of any equipment you have requested.
b) Price Promise only applies in relation to other suppliers who offer paper billing and a technical support call centre to their customers, and where you are paying us for both your line rental and fixed line Broadband service throughout the period covered by the claim.
c) To claim, simply send us a copy of the bill(s) from your previous supplier(s) (which must include a full itemised call listing from the supplier of your phone line) covering a consecutive period of three complete months immediately prior to the date on which your services were transferred to us. Claims must be for the same telephone number and we reserve the right to reject claims where there has been a significant change in your average monthly usage (type of calls, number of calls, and total duration) since you switched to us.

Mobile Service

a) Price Promise is based on the total cost of your mobile phone service from us, compared with the total amount charged by your previous supplier, on a like-for-like basis, for the first three complete calendar months after your service has been transferred to us. In making this comparison, we will exclude any credits which are of a one-off or promotional nature (eg. goodwill payments) or discounts only available for a restricted period. If you were on a 'SIM-only' tariff with your previous supplier, and have taken a subsidised or free handset from us, then the comparison will be based on the cost of our 'SIM-only' tariff.
b) We reserve the right to reject claims where there has been a significant change in your average monthly mobile phone usage (type of calls, number of calls, total duration and/or data volume) since you switched to us, and any refund will be calculated on whichever of our 'Value' tariffs would have been cheapest for your actual usage, irrespective of the tariff you chose.
c) To claim, simply send us a copy of the bill(s) from your previous supplier (which must include complete itemised call listings) covering your last three complete month's usage with them. We will compare these costs (adjusted if necessary in accordance

with the above terms) with the total amount we have charged for the first three complete calendar months from ourselves, but excluding any usage while roaming; claims must be for the same mobile number.

Energy Service

a) Only members with Gold Status who have met the conditions for receiving the 10% Extra Discount on the energy service(s) they transferred to us and who are not on a Fixed Price Energy Tariff, can make a claim under the Price Promise in respect of their energy service(s).
b) We will compare the cost of your actual gas and/or electricity usage from us for a 12 month period commencing on the 1st of the month following the date that each energy supply was successfully transferred to us (or for dual fuel customers, for the 12 month period commencing on the 1st of the month following the date that both your energy supplies were successfully transferred to us), including the 10% Extra Discount, with how much your previous supplier(s) would have charged for an identical amount of that type of energy over the same 12 month period using their equivalent published Standard Tariff (including any applicable direct debit or dual fuel discount, but ignoring any other discounts offered by them which are not available to all their customers on that tariff; for the avoidance of doubt, online and fixed rate tariffs are not considered to be Standard Tariffs for the purpose of this Price Promise).
c) To claim, simply write to us once all the energy services you have switched to us have been live for at least 12 months, enclosing a copy of the final bill(s) from your previous supplier(s) so that we can verify who was previously supplying your energy to you.

2. Reimbursement of up to £200 of Early Termination Fees

In the event that you incur any early termination charges from an existing supplier in switching over to us any services requested on your initial application to become a member, we will reimburse these to you, subject to a maximum amount payable by us of £200 in aggregate in respect of all such early termination charges, subject to the following:

a) To apply for reimbursement, your initial application to become a member must have included at least four different Eligible Services. You need to be a member with Gold Status on the date that you submit your claim, and must send us a copy of the final bill(s) from your previous supplier(s) showing the early termination fee that you have incurred as a result of switching your service(s) to us, together with a covering letter requesting reimbursement. You may only make a single claim, so should wait until you have evidence of all the charges you have incurred before submitting your claim.
Letters should be addressed to: Early Termination Fee Offer, The Utility Warehouse, Network HQ, 333 Edgware Road, London, NW9 6TD.
b) Once verified by us, and within eight weeks of receipt of the relevant documents, we will credit the amount of any reimbursement to your Utility Warehouse account, and this will appear on the next monthly bill we process.
c) This offer is only available to members who joined the Utility Warehouse Discount Club after 1 July 2011.
d) In the event that you cease to have Gold Status within 12 months of the bill date on which you received the early termination fee credit from us, then you will need to repay the full amount of the early termination fee refund previously credited to your account; this will appear as a debit charge on a subsequent monthly bill from us.

3. 10% Extra Discount on Energy

If you are a new member whose application form (whether on paper, online or via our inbound sales team) is received and processed by us between 4 April 2011 and 31 March 2014 (or such earlier closing date for this offer as shall be published on our website) then you can receive an extra discount of 10% off the total cost of the energy we supply to you during the first 12 complete calendar months following the successful transfer of your energy services to us, provided that such energy is not supplied on a Fixed Term Energy Tariff and subject to you having complied in full with the terms and conditions in this clause. This discount will appear as a credit on the next bill we produce after all your services have been live with us for 12 months.

a) 10% Extra Discount on Energy is only available to members with Gold Status who applied for at least four Eligible Services in their initial application. All those services must have been successfully transferred to us within 75 days of the date on which your application form (whether in paper, online or via our inbound sales team) was processed by us.
b) You must have paid all the monthly bills received from us by direct debit, with none of our requests for payment having been rejected for any reason (unless this is directly due to a mistake made by us).
c) You must not have cancelled (or given notice to cancel) any of the services being provided by us, or moved home (even if we become the supplier at your new address).
d) You must give us three meter readings for each energy service we are supplying to you; each reading must be given to us within a 10-day window (five days either side) of the following dates:
(1) Firstly (so we can ensure we start billing you from the correct opening meter reading), the date on which each energy service is transferred to us;
(2) Secondly (to ensure we are billing you accurately each month),
   - if you are taking either gas or electricity from us, the end of the third month after the month in which that energy service was transferred to us (ie. if your service went live during June, you would need to give us the second reading around the end of September).
   - if you are taking both gas and electricity from us, the end of the third month after the month in which the second of your energy services was transferred to us (ie. if your electricity service went live during June, and your gas went live during July, then you would need to give us the second reading around the end of October).
(3) Thirdly (to ensure we calculate your discount correctly),
   - if you are taking either gas or electricity from us, the end of the month during which that energy service has been live for 12 months or
   - if you are taking both gas and electricity the end of the month during which both energy services have been live for 12 months (which, based on the example in b)(ii) above, would be the following July).
e) You must have given us all the meter readings set out in the preceding clause, even if a meter reader visited your property during one of those periods. We strongly recommend that you use our automated meter reading line to give us your readings; it's quick, easy to use, and ensures that your readings are entered onto our systems without delay.

4. Broadband from £3.49

All members with Gold Status are entitled to benefit from a monthly discount of £3.50 on their fixed line Broadband service (either Standard or Ultra), subject to the following:

a) If your initial application (whether on paper, online or via our inbound sales team) was received and successfully processed by us between 26 March 2012 and 16 March 2013, then you are entitled to receive this discount for a maximum of nine months from the date your Broadband service went live with us. If you became a member after 16 March 2013, then you are entitled to receive this discount for a maximum of six months from the date your Broadband service went live with us.
b) You can only benefit from this offer on one Broadband Service.
c) You can only benefit from this offer if we have not previously provided a Broadband service to you, whether at your current or any previous address (for the avoidance of doubt, our dial-up internet access service is not a Broadband service)
d) In the event that you do not have at least four live Eligible Services with us within 75 days of you becoming a member, or cease to have Gold Status at any time thereafter while you are still receiving this discount, then this discount shall immediately cease to apply and we reserve the right to reclaim the total value of the £3.50 monthly discounts you have previously received from us; this amount will appear as a debit charge on a subsequent monthly bill from us.

5. Mobile Phone Protection Scheme

1. Introduction

These are the terms and conditions of the Mobile Phone Protection Scheme available free of charge to members with Gold Status. They explain what is covered, what is not covered and the limits and conditions of the Scheme. Please read these carefully and keep them in a safe place; if you do not comply with them, we may refuse to provide a replacement Phone in the event of a claim.

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

2. Definitions

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

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

Scheme - this Mobile Phone Protection Scheme together with the benefits and subject to the terms and conditions in this document.

Phone - a mobile Phone, smartphone or PDA with call making ability.

User - The Gold Status member or someone in the same household.

3. Cover

Members with Gold Status are automatically covered against Breakdown, theft, loss and damage to each Phone supplied by us and connected to our Mobile Phone Service. Cover commences automatically on the date we supply each Phone, and ends automatically when the minimum contract term on that Phone has been completed. In the event of a valid claim we will supply a replacement Phone subject to the terms and conditions of this Scheme.

All eligible Phones connected to your account are covered, but only one claim will be paid in respect of each members account during any consecutive 12-month period. Ie: after a claim has been made, no further claims will be allowed (irrespective of whether the claim is for the same or a different Phone on that members account) within the next 12 months.

To make a claim simply call our customer service team.

4. The following conditions apply to all claims

a) You must report a theft of your Phone to the police as soon as reasonably possible after discovering the theft, and must obtain a crime reference number from them; we will ask you for this when you claim.

b) You must notify us within 30 days of any event occurring which might give rise to a claim under this Scheme; Phones are only covered if at least one call has been made using the Phone during the 30-day period immediately preceding the date on which such an event occurs.

c) If we provide a replacement Phone under this Scheme, then it will be subject to a new 24-month minimum contract term which will commence from the date of replacement.

d) Where possible, the replacement Phone will be the same make and model as your original Phone. Where it is not possible to replace the Phone with one of the same make and model, we will provide an alternative replacement Phone which in our reasonable opinion is of at least equivalent technical specification to the Phone, but may:
   - be a different model or colour;
   - be made by a different manufacturer;
   - not have the same features and/or functions.

e) The replacement Phone we supply may be new or refurbished at our sole discretion.

f) If we replace the Phone, the original Phone will become our property. If the replacement is as a result of damage or Breakdown then the original Phone must be returned to us at your expense, and where a lost or stolen Phone is subsequently found or returned to you, then you must send it to us.

g) If the person using the Phone is abroad at the time of an incident leading to a claim, we will not replace the Phone until the User returns to the UK.

h) In order to make a claim, a member must have maintained Gold Status continuously from the date the Phone was supplied (excluding any temporary interruption to their services caused solely by moving home), and on the date a claim is made the member's account must be in good order with no outstanding balance and with a valid direct debit in place.

5. Excess

Each claim is subject to an excess as follows:
- any Phone with a monthly contribution below £8 (as shown in our Handset Guide) is subject to an excess of £25
- any Phone with a monthly contribution of £8 to £14 (as shown in our Handset Guide) is subject to an excess of £50
- any Phone with a monthly contribution of £15 or higher (as shown in our Handset Guide) is subject to an excess of £75

If the Phone you are claiming for is (or has at any time been) connected to our Value300 tariff, then the excess payable will be increased by £25.

Anyone who has been a member for less than 90 days must pay the relevant excess before a replacement Phone can be supplied; otherwise, the excess will be added to the next monthly bill.

There is no excess on claims for Breakdown within the first 12 months from the date the Phone is supplied.

6. General Exclusions

The following are not covered under this Scheme:

a) The cost of replacing any cosmetic enhancements you may have attached to the Phone.

b) The cost of replacing any Accessories.

c) The cost of any unauthorised use (being usage by persons without your permission) following loss or theft of the Phone (eg: calls, texts, data).

d) Any claim where the incident occurred whilst the Phone was being used by someone other than the User.

e) Any claim resulting from:
   - the Phone being left unattended in a public place, or a place which is easily accessible by people the User does not know;
   - the Phone having been given to, or left in the control or possession of someone other than the User;
   - the Phone being left on the roof, bonnet, boot or other exterior part of a motor vehicle.

f) Any claim for Breakdown due to:
   - failure to use and maintain the Phone in line with manufacturer's instructions and/or installation guide;
   - any external cause such as a software virus, software or accessories which are not approved by the manufacturer or faults in any external electrical supply/connection;
   - any issue that is covered under the manufacturer's warranty.

g) Any claim for theft or loss of the Phone:
   - from an unattended vehicle unless the Phone has been placed in a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence;
   - whilst unattended in any building, unless the building is properly secured and the Phone is stolen by a person who has entered the building unlawfully.

h) Any claim for damage:
   - caused by general wear and tear, scratching, or any other type of damage (including cosmetic damage) that does not materially affect how the Phone works;
   - caused through misuse;
   - caused by changes the User has made to the Phone through maintenance, repairs and/or the process of cleaning and/or restoring;
   - caused by any modifications or technical enhancements or unauthorised repairs;
   - caused intentionally by the User.

i) Any claim resulting from a manufacturer's recall of the Phone.

j) Any costs associated with cleaning, servicing, inspection or any adjustments of the Phone, intended by the manufacturer to be routinely carried out by you or anyone else and specified as being such in the manufacturer's instructions and/or installation guide.

k) Any loss howsoever arising, whether direct, indirect or consequential, as a result of the User being unable to use the Phone.

l) Loss of stored information, including (but not limited to) any data, downloads, videos, photos, music and applications.

m) Any costs relating to the recompilation and/or re-installation and/or retrieval of data.
n) Any claim caused by a government or public authority confiscating the Phone.
o) A claim where you fail to provide any documents or other information necessary to support and/or verify your claim.
p) Any financial loss resulting from the Phone being used without your consent to access your bank account, mobile wallet or similar, and/or make purchases.
q) Any loss which is the direct or indirect result of war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, major civil commotion, military or usurped power, or terrorism.
r) Any claim resulting from the User not having taken reasonable care to protect the Phone and its accessories from damage, theft or loss.

7. General Conditions

a) We may take proceedings at our own expense and for our own benefit, but in your name, to recover any costs we have incurred in providing benefits to you under this Scheme.
b) If, at the time of an incident which results in a claim under this Scheme, you are also entitled to the benefit of an insurance policy which covers the same loss, we are entitled to approach that insurer for a contribution towards the claim.
c) Your rights under this Scheme are not transferable.
d) We reserve the right to withdraw or amend the terms of this Scheme at any time; this may result in an increase or a reduction in the level of protection it provides. Changes will be notified to you in writing at least 30 days before they become effective.
e) We may cancel this Scheme by sending 30 days' notice to your last known address.
f) We reserve the right at our sole discretion to refuse any claim under this Scheme.
g) you will have to pay our retail price for the replacement Phone we have supplied (less any excess you have paid) in the following circumstances:
    - if you are required to return a Phone to us in accordance with the rules of this Scheme, and fail to do so within 21 days; or
    - if when we examine a Phone you have returned to us we have reasonable grounds to believe that the cause of the damage or Breakdown is not covered by this Scheme; or
    - If we replace a Phone under this Scheme and you subsequently cease to be a Gold Status member before the minimum contract on the replaced Phone has expired.
h) The sole benefit available under this Scheme is a replacement Phone; under no circumstances will you be entitled to a payment of any kind.

8. Fraud

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

6. Additional Free Call Benefits on your Home Phone Service

a) All members with Gold Status are entitled to:-
    - receive the benefits of our 'Peak Saver' Call Discount Option free of charge; and
    - make free anytime calls to '10 Top International Destinations'; and
    - make free anytime calls to mobile phone numbers which are being billed by the Utility Warehouse ('Free Calls to UW Mobiles');

These are collectively referred to as 'Gold Status Free Calls'.

b) The following terms and conditions apply to 'Gold Status Free Calls':
    - Gold Status Free Calls are available on an ongoing monthly basis while you retain Gold Status, and can be made using any Home Phone service (including Internet Phone) being billed to you as a member of the Utility Warehouse Discount Club; if you cease to have Gold Status, or cease to pay your monthly bill from us by Direct Debit, or if we have exercised our right to suspend your Gold Status, then you will no longer receive these benefits.
    - 'Gold Status Free Calls' are also available using our FreeCall app, but subject to a minimum call charge of 12p per call.
    - 'Gold Status Free Calls' are not available to any customer with a business line, whose service is being supplied in a business name, or who is using their Home Phone service either wholly or partly for business purposes.
    - If 'Gold Status Free Calls' are used for any purpose other than making normal person-to-person voice calls then we reserve the right to charge for such calls at our published tariff for Club members who are not receiving this benefit.
    - The duration of any individual free call is subject to a maximum of 75 minutes after which additional charges will apply as set out in our tariff guide.
c) '10 Top International Destinations' means calls to landline numbers in the following countries: Australia, Canada, China, Hong Kong, France, Germany, Italy, Israel, Spain (mainland only – excludes, for example, the Balearic and Canary Islands) and USA. Calls to mobiles registered in Canada or the USA are also included.
d) 'Free calls to 10 Top International Destinations' and/or 'Free calls to UW mobiles' are subject to a maximum of 1,000 minutes per month in aggregate; we reserve the right to charge for any excess at our published tariff for Club members who are not receiving this benefit.

7. Discounted New Phone Line Installations

All members with Gold Status may request a new Home Phone line to be installed by us onto our Main (LLU) network at the discounted price of just £24 (usually £69), subject to the following:

a) This offer only applies to single analogue lines on our Main (LLU) network, and is subject to availability.
b) To take advantage of this offer you must choose either a 12 or 24 month minimum contract term for your Home Phone service. If you select a 12 month contract, then a one-off charge of £24 will appear on your first monthly bill; if you select a 24 month contract, then you will be charged an additional £1 per month for 24 months which will be added to the cost of your Home Phone service.
c) f you have benefited from this promotion and subsequently cancel your Home Phone service within the minimum contract term you selected, you will have to pay our standard retail price of £69 for installing your new line, less any amounts you have already paid to us towards this (ie. the £24 payment on your first bill or the total of any £1 monthly installments paid), in addition to an early termination fee of £3 for each remaining month (or part thereof) of your agreement. This will appear as a debit charge on a subsequent monthly bill from us.

8. £50 discount on a Premium Smartphone

This offer was available prior to 16 March to 2013 and was discontinued on that date when we removed all up-front payments on new handsets. Members who took advantage of this benefit prior to that date remain subject to the terms and conditions of that benefit applicable at that time, including the obligation to repay the £50 discount they received in certain circumstances.

Home Phone (including Internet Phone) and Internet (including Mobile Broadband)

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

1. DEFINITIONS

a) 'we' or 'us' means Telecom Plus PLC trading as the Utility Warehouse.
b) 'you' means the customer named on the application form (whether on paper, online or via our inbound sales team) for Utility Warehouse Services.
c) 'Designated User' means any person(s) that you authorise as users of your Internet Service.
d) 'Equipment' means the Smart Box, Internet Phone adaptor, modem, router and/or any other hardware provided by us in order to enable you to use the Services.
e) 'Home Phone Service(s)' means the basic two-way communication service via whichever carriers or networks we may elect to use from time to time and such other services as may be made available to you by us from time to time, and shall include our Internet Phone and FreeCall Services where applicable.
f) 'Internet Service(s)' means the use of online information, communication and other services provided by us and access to information and services provided by third parties using either Standard Broadband, Broadband Ultra or Mobile Broadband.
g) 'Service(s)' means either or both of the Home Phone Service(s) and the Internet Service(s).
h) 'Software' means the use of the software programme(s) provided by us or by third parties that are associated with the Internet Service.
i) 'Accompanying Material' means any documentation provided by us that is associated with the Internet Service.
j) 'Cable Customer' means a customer whose fixed landline is supplied by Virgin Media or Kingston Communications ('KC').
k) 'CPS' means Carrier Pre-Selection.
l) 'HPLR' means Home Phone Line Rental.

2. COMMENCEMENT AND DURATION

This Agreement will commence on the date we make any Home Phone Service or Internet Service that you have requested available to you (the 'Commencement Date') and will continue indefinitely thereafter until cancelled by either of us giving one calendar month's notice to the other at any time, or in accordance with clause 12.
Where HPLR is being provided, the monthly line rental (including the cost of any associated Value Calling Features) will commence on the date your line(s) are transferred to us from your current supplier, or in respect of a new line the date on which it is connected by us, irrespective of when you choose to start using the Home Phone Service.
Where Home Phone is being provided without line rental (eg. to Cable Customers), the monthly service charge will commence on the first day of the month following the month in which the service went live.
The monthly line rental for our Internet Phone service will commence 48 hours after we dispatch the Equipment to you, unless you have informed us that you have not received the Equipment, or on the date that you start using the Service if earlier.
The monthly charge for your fixed line Internet Service will commence on the date we make this Service available for you to use. In the event your fixed line Internet Service from us is terminated at any time for any reason, then you will need to pay a disconnection charge of £10. For the avoidance of doubt, this disconnection charge is in addition to any charges which may be payable where we have provided you with any free Equipment.
Where our Broadband Ultra service is being provided the monthly line rental will commence on the date that an engineer visits your property to install the equipment and provision the service.
In the event that you are taking our HPLR service and our fixed line Internet Service and your HPLR service is cancelled for any reason, your fixed line Internet Service will be subject to an ongoing surcharge of up to £3 per month while we continue to make this Service available for you to use.
Early termination fees apply to Mobile Broadband for the duration of the minimum contract term applicable to the tariff you have chosen, as set out in our marketing materials.

3. THE SERVICES

a) You must pay us all charges relating to your use of the Service(s) from the Commencement Date in accordance with our published tariff; payment is due no later than the end of the month in which that bill is produced.
b) We will use reasonable efforts to make the Service(s) available but owing to the nature of communication networks we are unable to guarantee to provide a fault-free service; the quality of the Service(s) depends on both the communication network to which you are connected and also on other communication networks to which the person you may be calling is connected. The Service(s) might be adversely affected by too many people trying to use the network at the same time. If a fault occurs you should report the fault by telephone, email or in writing to our technical support team.
c) We may use whichever network(s) we consider appropriate to supply these Services to you, and may change the network(s) we are using at any time and without notice provided this does not affect the price(s) which we are charging you. We may suspend the Service(s), including for scheduled periods of downtime, where necessary for operational reasons such as repair, maintenance or improvement of the Service(s) or because of an emergency. Except in the event of an emergency, we will try to give you as much notice as possible of any periods of scheduled downtime of the Service(s) by sending an email to the email address you have provided to us in order to contact you or by any other reasonable means. We will restore the Service(s) after suspension as soon as we reasonably can.
d) Any phone or other equipment used by you to access the Service(s) must be lawfully approved for connection. You must not use the Service(s) for any improper or unlawful purpose. You must comply with any instructions we give you about the Service(s).
e) We cannot be responsible for any fraudulent calls made on your Service(s) or for the proper safeguarding or security of your Service(s).
f) We may set a credit limit on the value of the call or data charges you can incur using the Service(s) at any time. As our billing system is not updated instantly when you make a call or use data, you may exceed any such credit limit, but if this happens, you will still be liable for all relevant charges.
g) If at any time we have reason to believe any amount due from you may not be paid, or if your call or data usage in any month is materially greater than any bill previously paid to us by you, we may ask for a reasonable deposit to be used as security.
h) Any fixed monthly charges will be billed up to the end of the month in which the bill is produced, and any call charges will be billed monthly in arrears; this means that the first bill that you receive could include up to seven weeks of your fixed monthly charges, calculated on a pro-rata basis.

4. HOME PHONE SERVICE

a) If we are providing a voicemail service, then in the interest of all users, we may limit the number and duration of messages that can be left on your voicemail service. Please note that confidentiality of messages cannot be guaranteed. You must not record an abusive, defamatory, or obscene greeting message; if you do so, we may change it without notice or withdraw your voicemail facility at our discretion.
b) If you have asked us to supply our Home Phone Service, we will take such actions as are necessary to enable us to take over responsibility for providing your entire telephone service (calls and line rental) where technically possible. This may include acting as your agent in implementing the introduction of CPS on your fixed line(s) using whichever carrier(s) we may nominate from time to time and to notify BT accordingly on your behalf, instructing BT to transfer responsibility for managing your phone line(s) to us, and/or transferring or connecting your line to our Main (LLU) network. Once your line rental is being provided by

us and CPS has been provisioned (where applicable), you will no longer receive any of BT's residential discount schemes. Under no circumstances will we accept liability for the cost of any calls charged to you in future by any other supplier(s). CPS is not available to Cable Customers.

c) If your phone line is being transferred to our Main (LLU) network there will be an interruption to your Home Phone and/or Broadband Service on the date of your connection which typically lasts up to an hour; any Value Calling Features being provided by your previous supplier will be lost and only Value Calling Features specifically requested by you will be provided. If your phone line is remaining on our Extended (BT) network, then any Value Calling Features being provided by your previous supplier will be transferred automatically (where technically possible), and will be charged by us in accordance with our published tariff; where we do not offer an identical service, the nearest comparable service will be provided. If you have selected any Value Calling Features in your application (whether on paper, online or via our inbound sales team), then these will be supplied in addition to those previously being supplied to you.

d) HPLR will be provided to all new Home Phone customers (where technically possible) after we have successfully arranged for CPS to be implemented on your line(s) (excludes Cable and BT Featureline) and to customers connected previously who have asked us to provide this Service. If we are providing our Home Phone Service, and your line rental is being provided by another supplier, then we will charge you a fixed monthly Service Fee of £3 per line and each such line will also be subject to a £4 minimum monthly call spend; if the monthly cost of your calls on any such number is less than £4 then you will be charged the minimum monthly call spend for that line. For the avoidance of doubt, this Service Fee and minimum monthly call spend do not apply to Internet Phone lines or the FreeCall app.

e) Up to four Smart Boxes are supplied free of charge as required to customers where CPS cannot be provided for technical reasons; customers using these should be aware that calls made from any phone not plugged directly into a Smart Box will route to whoever is providing your line rental service at that time. Any additional Smart Boxes may be subject to a connection charge of £9.99 each.

f) If we are providing our HPLR service and you subsequently decide you want your telephone calls routed automatically by CPS to another company you must notify us beforehand; in such circumstances (and while we continue to provide HPLR to you without also routing your calls using CPS), the price we charge for your line rental will increase by £3 per line per month. If we have not received such notification, and we become aware that all your telephone calls are no longer being routed to us, we may send a further request to BT on your behalf to ensure CPS has been correctly implemented in accordance with your prior instructions to us and so that you can benefit from our Price Promise, unlimited free calls to other members, and Gold Status membership benefits (where applicable).

g) If we are providing our HPLR service, then in the event your line develops a fault, we will work on any problem that is reported to us as quickly as possible. This may require a network engineer to visit your home, and you must provide reasonable access to enable the necessary work to be carried out. This work will be carried out free of charge unless the fault is in your home's internal wiring or any equipment you have been using, in which case you will be charged by us at our standard call out rates. You will not be entitled to any compensation for loss, damage, inconvenience or additional costs you may incur resulting from any technical problems with your line other than as set out under clause 10(b) below.

h) Our 'International Saver', 'Peak Saver' and 'Mobile Saver' Call Discount Options are not available to customers with business lines (including Featureline), or whose telephony service is being used either wholly or partly for business purposes.

i) If you have ordered our Internet Phone Service, the connection charge of £50 will be shown on your first monthly bill. If you have ordered two Internet Phone lines, then you will benefit from free connection on the second line. If your Internet Service is being supplied by another provider, then you are responsible for ensuring you have a compatible router to enable you to use this Service. The standard line rental charge for each Internet Phone line will be increased by an extra £2 per month if you are not taking both Home Phone Line Rental and a fixed line Internet Service from us. Neither Value Calling Features nor Call Discount Options are available on our Internet Phone service.

j) If you ask us to install a new line to enable you to use our Home Phone Service, and we provide a new line which is connected to an exchange on our Main (LLU) network, then you may be unable to use another company to supply you with an Internet Service while retaining your line rental with us; you may also be unable to transfer the new line to another supplier of landline telephony services or use another supplier to provide your calls. If you paid in advance for a new line to be installed, the new line will be subject to a minimum contract term of 12 months; an early termination fee of £3 for each remaining month (or part thereof) will be charged if this Service is cancelled within the minimum contract term. If you asked us to spread the new line installation charge over 24 months, then the new line will be subject to a minimum contract term of 24 months; if the Service is cancelled within the minimum contract term, in addition to an early termination fee of £3 for each remaining month (or part thereof), you will be charged for the balance of any connection charge still outstanding. In the event that you cancel your request for a new line before it has been installed you will be liable for any costs that have already been incurred by us. Our Home Phone Service will be provided automatically on any new line we install for you. We are not responsible for the failure of any directory enquiry service to include or exclude any new number(s). Standard Care maintenance is included with all new lines, which can only be upgraded on a line on our Extended (BT) network.

k) Please note that the charges for the Service(s) contained in your monthly bill will be calculated using data recorded by the carriers and networks which we use, and not from any data recorded by you. In the event of any dispute, the call data record from the carrier or network shall be deemed to be conclusive evidence of that usage. You are responsible for all call charges made on your Service(s), howsoever arising and whether or not such calls were made with your authority or knowledge.

5. INTERNET SERVICE

a) Our fixed line Internet Service is only available on lines which are connected directly to a local BT exchange.

b) For customers applying after 1 April 2012, our fixed line Internet Service is only available if we are also supplying your Home Phone line rental.

c) Standard Broadband is only available where your phone line is connected to an exchange on our Main (LLU) network; if you have applied for Standard Broadband and you are not connected to an exchange on our Main (LLU) network then you will be connected instead (where technically possible) to our comparable Broadband service on our Extended (BT) network, which will be subject to a surcharge as shown in our published tariff.

d) Save where provided by us, you are responsible for providing a suitable PC, modem, router (if applicable) and any other items of hardware or communications equipment necessary to enable you to access the Internet Service. If you already have an Internet Service from another provider, then you may need to obtain a Migration Authorisation Code (MAC) from them before we can provide our Internet Service to you.

e) If we have supplied a wireless router to you which develops a fault within 12 months, then we will provide a replacement free of charge; you must return the faulty router to us at your own expense using recorded delivery within 14 days or we will charge you £20 on your next monthly bill. If you need a replacement router after your 12 month warranty has expired, we can supply one to you for £20 (plus £5.99 postage & packing). Please note that any warranty replacements provided are guaranteed for the balance of the original warranty period of the initial wireless router that we supplied to you. Customers paying an additional charge for their wireless router of £1.25 per month benefit from a lifetime warranty on their router while they continue to pay the additional monthly charge; they will not be charged the standard £5.99 postage & packing charge if they need a replacement, but must still return the faulty router to us at their own expense using recorded delivery within 14 days

or we will charge them £20 on their next monthly bill.

f) The provision of ADSL on a fixed telephone line in order to use one of our Internet Services is subject to availability. If we cannot provide our Internet Service on your line, we will notify you as soon as possible. Our Internet Services are designed for normal household usage; use of them for 'peer to peer' or any business purpose (other than incidental business use) is prohibited. We reserve the right to restrict capacity, reduce speed or withdraw service from you where we have reasonable cause to believe the Internet Service is being used for any such prohibited purpose, or in any other way which may adversely affect the performance of the Internet Service for other users, at our sole discretion.

g) You agree not to publish using our Internet Service any information, software or other content which violates or infringes upon the rights of any others or which we consider to be offensive, abusive, indecent, defamatory, obscene or otherwise unlawful.

h) We do not engage in the active screening of online material and will be entitled, but shall not be obliged, to edit or delete any information, software or such other content which you or anyone using your Internet Service may place online at any time at our sole discretion.

i) You are solely responsible for evaluating the accuracy and completeness of any content that may appear online and the value and integrity of any goods and services offered by third parties.

j) We do not generally monitor the content of information sent and received using the Internet Service, however we reserve the right to do so if we consider it to be necessary.

k) We may require you to change your Domain Names, URL or email address and we may suspend your Internet Service if we reasonably believe that any Domain Name, URL or email address you are using is, or is likely to be, offensive, abusive, indecent, defamatory or obscene or otherwise in breach of any term of this Agreement.

l) You agree to use the Internet Service in accordance with our Traffic Management Policy as published from time to time on our website at www.utilitywarehouse.co.uk.

6. REGISTRATION FOR INTERNET SERVICE

a) In order to register for our Internet Service, set up an account and to identify authorised Designated Users you must be at least 18 years of age. You acknowledge that you are aware that areas accessible on or through the Internet Service may contain material that is unsuitable for persons under 18 years of age and you agree to supervise usage of the internet by any minors who you permit to use the Internet Service.

b) You confirm and warrant that all the information supplied by you when you register for the Internet Service is true, complete and accurate in all respects and you agree to notify us immediately of any changes to that information.

c) You are responsible for ensuring that no unauthorised access is obtained to the Internet Service through your account.

d) You will be entirely liable for all activities conducted and charges incurred through your account whether by you or by any other person, whether acting with your knowledge and consent or otherwise.

e) In order to access the internet using an ADSL broadband connection you will be issued a unique user name and password.

f) To establish additional email accounts, you will need to select your own email address(es) and password(s). You are responsible for the security and proper use of all these passwords and must take all necessary steps to ensure these passwords are kept confidential, used properly and not disclosed to unauthorised people.

g) You must inform us immediately if you have any reason to believe that any password has become known to someone not authorised to use it or if any password is being or is likely to be used in an unauthorised way.

h) If we have reason to believe that there is likely to be a breach of security or misuse of the Internet Service we may change any or all of your passwords and notify you accordingly.

i) If you forget any password, you may contact our Customer Service team. Subject to satisfying the security checks in operation, you will be given a new password to enable you to use the Internet Service.

7. BROADBAND ULTRA SERVICE

a) Our Broadband Ultra Service is only available on phone lines which are connected to a local BT exchange that has been upgraded.

b) Our Broadband Ultra Service is only available if we are already providing you with our Home Phone Service and Broadband Standard Service on a line that is connected to an exchange on our Main (LLU) network. For the avoidance of doubt, if your HPLR service is disconnected at any time your Broadband Ultra Service will be automatically terminated and you will be required to pay any early termination fees that may apply.

c) When we process your application for Broadband Ultra we will provide you with an estimate of the download speed that we expect your service to achieve. If the estimate is below the minimum download speed stated for Broadband Ultra we will not continue with your application.

d) The installation charge for Broadband Ultra will be shown on your next monthly bill from us.

e) We will arrange a convenient appointment time for an engineer to visit your property to install and set up the necessary equipment for the provision of Broadband Ultra, including but not limited to a modem. If we have to re-schedule an appointment we will try to do so as soon as reasonably possible. We will not be responsible to you for any delay in keeping appointments or if we have to re-schedule an appointment. Please note that BT may contact you directly in relation to your appointment.

f) If you cancel an appointment less than two working days before the agreed appointment time, or if the engineer is unable to gain access to your property or to any equipment at the agreed appointment time, you will be required to pay a missed appointment charge.

g) During installation the engineer will disconnect your phone line which will temporarily disrupt your Home Phone Service and Internet Service.

h) You must have a fibre compatible n-range router (of equivalent specification to the type we provide free of charge on request to Standard Broadband customers) to use our Ultra Service. We cannot guarantee that the service will work if you are using a router that we have not supplied.

i) During installation the engineer may have to move the location of the telephone master socket within your property as well as install additional wiring. There must be a responsible adult present in your home who is authorised to make decisions regarding the location and installation of such equipment.
If you do not consent to the change in location of the telephone master socket or the installation of additional wiring the engineer will cease the installation of Broadband Ultra and you will be charged a fee to cover our reasonable costs. You will remain on our Broadband Standard Service.

j) As part of the installation, you will be responsible for connecting the equipment BT install to your wireless router. You will need to make sure your wireless router is set to fibre mode in order for the service to work.

k) If upon testing the download speed does not reach the minimum speed stated for Broadband Ultra, then we will be unable to provide the service to you. In these circumstances the engineer will remove all equipment relating to Broadband Ultra and you will not be charged the installation fee.

l) It may take up to two weeks from the date of installation for the speed of your Broadband Ultra Service to stabilise.

m) Broadband Ultra is subject to a minimum 18 month contract term and 30 days' notice thereafter. If the Service is disconnected for any reason within the minimum contract term, then in addition to the standard £10 Internet Service disconnection charge you will incur an early termination fee equal to the total of the monthly subscription charges payable for the service for the remaining months (or parts thereof) that you are in contract, subject to a maximum of £150.

n) If you are moving house and wish to retain your Broadband Ultra Service, you will only be able to do so if the local BT exchange at your new home has been upgraded. You will be required to pay an installation fee relating to the costs we incur in providing this service at your new home. We may not be able to transfer your service and will not be liable to you in this instance. If you do not wish to transfer Broadband Ultra to your new home, or are unable to do so, you will be required to pay any early termination fees that may apply.

8. MOBILE BROADBAND SERVICE

a) Customers who have applied for our Mobile Broadband service may request a Pocket Wireless Router ("PWR") to use with this Service, which is subject to an early termination fee ("ETF") if the service is cancelled for any reason within 24 months of the commencement date. This ETF will be calculated as the number of months remaining until the end of your minimum contract term (rounded up to the nearest number of whole months) multiplied by £4.

b) You will be charged for any data used in excess of your monthly allowance at the rates shown in our tariff guide for Mobile Broadband while on our UK network; using data while roaming overseas is generally very expensive, and customers are advised to restrict such access to essential use only.

9. PAYMENT

a) Our sales brochure, tariff guide, application form and website contain details of the different Services available and the charges associated with using them, which may include a rental charge for equipment you have asked us to provide. Details of all our other charges are available on request.

b) You must pay us the monthly line rental (or other periodic) charges (billed in arrears, in advance or on a current month basis as we shall advise), for chargeable calls (billed after the calls are made) and any other charges in respect of the Service(s) provided to you or someone else using the Equipment. All calls are charged in accordance with our published tariff. Call set-up charges do not apply to free or fixed-price calls.

c) If the Internet Service we are providing has a limit on the amount of free data you can use each month (uploading and downloading), and you exceed that limit, then you will be charged for any excess data in accordance with our published tariff; any such chargeable data is payable monthly in arrears. Unless specifically notified to the contrary, fixed monthly charges will (where applicable) be incurred from the day on which the relevant Service is made available for you to use.

d) All fees and charges must be paid by you no later than the last working day of the month in which the bill was produced. By completing our direct debit form you agree to pay charges in connection with the Service(s) by direct debit and authorise us to deduct each month sufficient funds from your nominated bank or building society account to pay for the Service(s) requested and/or used by you each month.

e) All charges on your bill are calculated exclusive of VAT; VAT (at the applicable rate for each type of Service) will then be added to the ex-VAT amounts shown. VAT is applied to the ex-VAT total of all charges for each service and is mathematically rounded to the nearest penny.

10. SUSPENSION OF THE SERVICES

a) At our sole discretion, we can suspend or disconnect the provision of the Service(s) immediately, without telling you and without notice if:-
   - we believe you are using the Service(s) in an unauthorised way or for criminal activities or for the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing nature;
   - we have reason to believe that you are using the Service(s) in breach of our Traffic Management Policy as published on our Website;
   - we have reason to believe you are using the Service(s) for business purposes (other than incidental business use);
   - you fail to pay any charges billed by us to you by the due date (unless we have agreed to waive or accept late payment thereof) or commit any other substantive breach of this Agreement;
   - your credit limit is exceeded;
   - we are aware or have reason to believe that this Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of the Equipment is taking place;
   - we have reasonable grounds for believing you may not pay any amount(s) that are, or may become, due from you;
   - your phone number is being advertised in or on a public phone box or other public space for solicitation purposes;
   - your direct debit instruction is refused or cancelled;
   - you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks or the Service(s);
   - another company which is responsible for supplying your fixed line (eg. a Cable network) suspends or terminates service on the line being used by us to provide our Services; or
   - there are reasons outside of our control.

   In the above cases this Agreement does not come to an end and you are still liable for any minimum call charges and all monthly (or other periodic) charges due during any period of suspension. In certain of the above circumstances, all outbound calls may be routed directly to our overdue account team in which case you will hear an automated announcement advising you of the reason why your call could not be completed as dialled; if you have arranged call forwarding on your line, then we cannot accept responsibility for any loss or embarrassment caused to you in the event that someone calling your number also hears this message when their call is forwarded. Any stored voicemail greetings or messages may be lost.

b) If you are unable to use all of the Service(s) for a continuous period of 24 hours because:-
   - there is a technical failure of the networks or the Service(s);
   - the networks or the Service(s) are being tested, modified or maintained; or
   - access is denied to us

   you will receive a credit against your monthly (or other periodic) charge, which will represent that part of the monthly (or other periodic) charge relating to the period of suspension or failure. For your Home Phone Service, any such line rental credit is only payable in respect of the period commencing 48 hours after any fault has been reported to us by you, and provided you continue to notify us no less frequently than 48 hourly thereafter until such time as the reported fault has been repaired.

11. VARIATION OF CHARGES AND TERMS

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

b) We shall be entitled to use a different network or carrier to provide the Service(s) from time to time, or to discontinue or modify any aspect of the Service(s) at any time. Any material modification will be notified to you; by continuing to use the Service(s) following any such modification, you will be deemed to have accepted such modification.

12. ENDING OF THIS AGREEMENT

a) ou may cancel any Service(s) with immediate effect and without penalty by notifying us within seven days of first receiving these Terms and Conditions, however you will still be liable for any costs you have incurred in using the Services in the meantime.

b) You may notify us that you wish to end this Agreement immediately if:-
   - we have committed a material breach of this Agreement and fail to put it right within 14 days of you asking us to do so;
   - all of the Services are permanently no longer available to you; or
   - you choose not to pay a deposit which we have requested in accordance with this Agreement, however in this circumstance you must either return any Equipment to us in good condition or pay the early termination fee(s).

c) We may end this Agreement immediately by writing to you if:-
   - you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks or the Service(s);

- you become bankrupt or make any arrangement with creditors or go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets;
- you commit a breach of this Agreement (eg. you fail to pay charges on the due date, or to pay us a deposit we have requested in accordance with these terms) and do not put it right within 14 days of being asked by us in writing to do so; or
- we are no longer able to provide the Service(s) to you on a permanent basis.

d) If we receive notification from another provider that you have asked them to take over the supply of any Service(s) we are supplying, we will treat the date of that notification as the start of the notice you are required to provide to us.

e) When this Agreement comes to an end:-
- the Equipment will be disconnected;
- you may not be able to transfer the telephone number(s) you have been using on our Service to another provider;
- you will have to pay immediately all charges outstanding at disconnection, including any early termination fees;
- we will repay any deposit you have given us, upon request, but only if you do not owe us any money;
- you must return to us in good condition (fair wear and tear excepted) any Equipment we have provided to you under this Agreement (excluding wireless routers);
- if you have received a free wireless router from us and your Broadband service is cancelled within 12 months of the date we made it available for you to use, we will charge you £20 on the next monthly bill we produce; this reflects the costs we incurred in providing the router to you.
- if CPS has been enabled by us you will need to notify BT (or another alternative carrier) that you wish your calls to be routed to them, and until CPS has been transferred to a new supplier you will need to prefix all calls with 1280 in order to route them to BT. For the avoidance of doubt, you remain liable for all call charges incurred using our Services both before and after the date of cancellation;
- if we have received notification that your Service is being transferred to another provider, and you continue using our Service after any notice period has expired, then you will remain responsible for all charges until the Service is actually transferred; and
- if you are using our HPLR or Internet Phone service, the line will be disconnected (unless we have accepted an application from a new customer requesting us to continue providing our Service(s) on that line).
- you shall cease all use of any Internet Services and destroy the Software, archival copy and Accompanying Material and if requested confirm to us in writing that you have done so.
- If we terminate this Agreement with you and provided that you are not in breach of any of these Terms and Conditions we will repay to you the appropriate proportion of any usage charges for the Service(s) which you have paid in advance.

f) You can return any Equipment which you have purchased from us within 14 days of the date it was supplied to you, (complete, undamaged and in its original packaging), and receive a full refund of the price which you paid.

g) If your Internet Service is cancelled for any reason, you will continue to be charged for any phone calls you make and for your fixed line rental (if this is being provided by us) after the cancellation date in accordance with our Home Phone tariff.

13. INDEMNITY

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

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

14. LIABILITY AND EXCLUSIONS

a) Except as expressly provided in these Terms and Conditions and to the extent permitted by law we exclude all liability whether in contract, tort (including liability for negligence) or otherwise for the accuracy, suitability, quality or completeness of any online content and the value and integrity of goods and services offered by third parties.

b) We shall not be liable for any indirect or consequential damages whatsoever including, without limitation, damages or losses relating to business profits, lost savings, business interruption, loss of business information or data, missed opportunities, wasted expenditure or other financial loss arising out of the use of the Services, Software or Accompanying Material, even if we or the other party or person has been advised of the possibility of such damages. This does not affect your right to a refund of your monthly (or other periodic) line rental charge in the circumstances described in clause 10(b) above.

c) We will be liable to you if our negligence causes death or personal injury. For customers using our HPLR service, we also accept responsibility for loss or damage to your physical property arising from our negligence subject to a maximum of £10,000 in any calendar year.

d) The internet is separate from the Services and use of the internet is at your own risk and subject to any applicable laws or further terms and conditions. We have no responsibility for any goods, services, information, software or any materials you obtain using the internet.

e) Our Internet Service is available at various speeds. The actual speed you will experience is dependent on whether the equipment in your local BT exchange has been upgraded, the distance of your home from the exchange and a variety of other factors which are outside our control.

f) There may be occasions when we are unable to provide the Service(s), or the downstream and upstream bandwidth available to you may be reduced, because of something outside of our reasonable control. We will not be liable to you if that is the case, and if you choose to use an alternative internet service provider then we will not be responsible for that provider's charges.

g) Our Internet Services (excluding Mobile Broadband) provide you with free email anti-virus and anti-spam protection. While we use all reasonable endeavours to keep these updated, we do not accept responsibility for any loss or damage to your software, hardware or data howsoever caused. We strongly advise that you install a suitable firewall in order to protect yourself from cyber attack such as MySecurePC available online and ensure it is properly configured to prevent unauthorised access to your PC.

15. HOME MOVERS

a) If you move home and ask us to supply our Home Phone service at your new address, then it will be subject to a minimum contract term of 12 months; an early termination fee of £3 for each remaining month (or part thereof) will be charged if this Service is cancelled within the minimum contract term.

b) Where we have been supplying you with an Internet service on a fixed telephone line for less than 12 months, then in the event that you move to a new address and ask us to provide your Internet service at your new property, we will charge you an administration fee of £15 towards the third party costs we incur in disconnecting the internet service at your old address

16. COPYRIGHT

The content on the Internet Service is protected as a collective work under applicable copyright law.

a) Except as expressly authorised online or in these Terms and

Conditions, the copying, redistribution, or publication by you or any of your Designated Users of any such content is prohibited.

b) Information, software or other content placed by you or any of your Designated Users in the public areas of the Internet Service grants us the right to copy and otherwise use in connection with the Internet Service, such information, software or other content. Subject to this grant, any rights you may have in such information, software or other content are retained by you.

c) Copyrighted material must not be placed on the Internet Service without the permission of the owner(s) or person(s) they specifically authorise. Only the owner(s) or such authorised person(s) may upload copyrighted material to the Internet Service.

d) Except as expressly provided by copyright law, copying, redistribution, or publication must be with our express permission or the relevant copyright owner, if other than ourselves. Permission must be specified online or obtained directly from us or the relevant copyright owner, if other than ourselves.

e) Unless otherwise provided, any authorised copying, redistribution, or publication of copyrighted material must be for your own private and personal use and not for any commercial purposes and any changes to or deletion of author attribution or copyright notices are prohibited.

f) Downloaded software may not be reverse engineered unless specifically authorised by the owner of the software's patent and/or copyright.

17. MISCELLANEOUS

a) If requested by you, we will register your telephone number with the Telephone Preference Service so you do not receive telemarketing calls at home. Unless you tell us otherwise, we may disclose your name, address and mobile phone number to third parties in order for them to operate a directory service.

b) When you use the Service(s), the identity of your telephone number may be sent through the networks so as to be identified to the phone being called. It may be used by us to identify you when calling our Customer Service number, or to divert calls to us for administration and for the investigation of fraud. You may be charged for any diversion.

c) If your calls are being routed to us by CPS and your line rental continues to be billed by BT, it is your responsibility to ensure you are on the lowest monthly line rental tariff available from BT that meets your requirements.

d) It is your responsibility to cancel any Call Discount Options previously requested by you which you no longer require (for example on gaining Gold Status or changing the way in which you intend to use the Service) or to request any Call Discount Options you may require for any line (eg. on losing Gold Status).

e) We may at our sole discretion change the carrier(s) being used to route your call traffic at any time and without notice.

f) Any phone numbers issued by us do not belong to you. We may change any of these at any time.

g) If 'Unlimited free calls to other Club members' are being used for business purposes (other than incidental business use), or for anything other than making normal person-to-person voice calls, then we reserve the right to charge for all such calls at our published rate for a chargeable peak local/national call.

h) There is a special helpline 0844 815 0000 for technical support for the Service(s; the cost of calling this number depends on the type of membership you have selected, but will not exceed 5p per minute if made using our Home Phone Service; the cost of calling this number from other networks may vary. Please note that we can only provide technical support relating to our Internet Services (including any line faults which affect your Home Phone Service), and cannot assist with any problems you may experience with any hardware used or software installed on your PC, unless provided by us.

i) Customers using our dial-up internet access or MyDataSafe services should refer to the most recent previous versions of these Terms and Conditions and of our tariff guide which contained reference to these Services (available on request) for details of the costs of using these Services and the terms under which they are provided.

j) We operate a Code of Practice in accordance with OFCOM requirements covering the provision of fixed-line telephony services to domestic customers. Free copies are available at www.utilitywarehouse.co.uk or by calling our Customer Service Team.

k) Additional miscellaneous terms which apply to all customers are set out on page 24.

Mobile Phone (including FreeCall)

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

1. DEFINITIONS

a) 'we' or 'us' means Telecom Plus PLC trading as the Utility Warehouse.

b) 'you' means the customer named on the application form (whether on paper, online or via our inbound sales team) for Utility Warehouse Services.

c) 'Equipment' means the mobile phone, SIM card and/or any other hardware provided by us in order to enable you to use the Services.

d) Service(s)' means providing a basic two-way communication service via whichever carriers or networks we may elect to use from time to time and such other services as may be made available to you by us from time to time.

e) 'SIM card' means the Subscriber Identity Module which enables you to use the Mobile Phone services when used with a compatible mobile phone.

f) 'Tariff' shall mean our prices relating to your use of the Service on the Price Plan you are using from time to time, which may include both fixed and variable monthly charges, as published in our Tariff guide or on our website.

2. DURATION

This Agreement will commence on the date we make any Service(s) requested (whether on paper, verbally via our customer services or telephone sales teams, or online) available to you and continue thereafter until cancelled by either of us giving one calendar month's notice to the other at any time, such notice by you in respect of your Mobile Phone service to expire no earlier than the end of any minimum contract term applicable to the handset you have selected, as set out in our mobile handset guide and/or as otherwise notified to you. The monthly line rental for mobiles will commence 48 hours after we dispatch the Equipment to you, unless you have informed us that you have not received the Equipment, or on the date that you start using the Service(s) if earlier. In the month in which you are connected to a mobile price plan which contains an inclusive allowance of free calls and text messages, your monthly allowance and line rental charge will both be pro-rated; if the mobile service is subsequently disconnected for any reason, then you will be allocated the full inclusive allowance for the month in which disconnection has taken place, and will be charged the full monthly line rental for that calendar month. The monthly charge for our FreeCall service will commence 48 hours after we send the welcome letter notifying you of your FreeCall landline number and access code, irrespective of whether you download the smart phone application from iTunes App Store or Android market.

3. THE SERVICES

a) We will use reasonable efforts to make the Service(s) available but owing to the nature of communication networks, it is impossible to provide a fault-free service; the quality and coverage of the Service(s) depends on both the communication network to which you are connected and also on other communication networks to which the person you may be calling is connected. We may use whichever network(s) we consider appropriate to supply these Services to you, and may change the network(s) we are using at any time and without notice provided this does not affect the price(s) which we are charging you. The Service(s) might be adversely affected by too many people trying to use the network at the same time, physical features such as buildings and underpasses and by atmospheric conditions or other causes of interference and may fail or require maintenance without notice. For mobile services, any coverage maps are our best estimate but not a guarantee of service coverage which may vary from place to place.

b) We will use reasonable efforts to obtain access to compatible networks in other countries; we call this 'roaming'. You should bear in mind that your ability to use overseas networks will depend upon the arrangements between the foreign operators and the network we are using to provide the Service(s) from time to time. We do not guarantee the availability of roaming in any overseas country, and if roaming is available, the cost of making or receiving a call will be significantly higher than in the UK.

c) The SIM card provided by us may have been programmed so that you will not be able to use overseas networks or to make international or premium rate calls; if you want to use the mobile phone to make such calls, then you should call our Customer Service team. We may agree to make these facilities available after making credit checks and we may ask you to pay a reasonable deposit as security against any monies you may owe us in the future prior to allowing you to make such calls. If you have chosen our 'Budget Control' Option and request us to enable the SIM card for international calls, then the cost of any international calls made on the mobile will be charged on your monthly bill from us, and will not be deducted from the call credit (if any) available on that mobile; 'Budget Control' is not available to customers using a BlackBerry.

d) The fixed monthly charges will depend on the price plan you have chosen and whether we have provided a free (or subsidised) handset.

e) If you are connected to one of our Value price plans, then any fixed monthly charges will be billed up to the end of the month in which the bill is produced, and any call charges not included within your price plan allowance will be billed monthly in arrears; this means that the first bill that you receive could include up to seven weeks of your fixed monthly charges, calculated on a pro-rata basis.

f) If we are providing a voicemail service, then in the interest of other users, we may limit the number and duration of messages that can be left on your voicemail service. Please note that confidentiality of messages cannot be guaranteed. You must not record an abusive, defamatory, or obscene greeting message; if you do so, we may change it without notice or withdraw your voicemail facility at our discretion.

g) Any phone or other equipment used by you to access the Service(s) must be lawfully approved for connection. You must not use the Service(s) for any improper or unlawful purpose or in a manner which causes a nuisance. You must comply with any instructions we give you about the Service(s). While using your mobile phone, you must not reverse the charges on any telephone call or accept a reverse charge call. This clause also applies to anyone else using the Service(s) with your permission.

h) Use of the Service(s) for business purposes (other than incidental business use) is prohibited. Where unlimited free texts or minutes are included in the price plan you have chosen, and you use the Service to send text messages or call more than 200 different numbers in any one calendar month, then this will be deemed by us to constitute business use, and we reserve the right to charge on an individual basis for any texts you have sent during that calendar month at a price of 4p per text message and any calls made during that calendar month at 2p per minute. All unlimited free calls are subject to a maximum call duration of 75 minutes for any individual call, after which a charge of 2p per minute will apply to any excess.

i) We may set a credit limit on the value of the calls, domestic data and/or text message charges you can incur using the Service(s) at any time. As our billing system is not updated instantly when you use the Service, you may exceed any such credit limit, but if this happens, you will still be liable for all charges.

j) For your protection our mobile phones are supplied with an International and Roaming Bar. If you wish us to lift this International and Roaming Bar, you will be deemed to have agreed to opt out of the EU Roaming Regulations. In which

case, whilst we will use our best endeavours to alert you by text when you are approaching a 50 Euros level roaming charge, we cannot guarantee to restrict your usage to exactly under 50 Euros and you will remain liable for any data roaming charges incurred, in excess of that amount or any agreed data package.

k) At any time we have reason to believe any amount due from you may not be paid, or if the price of your usage in any month is materially greater than any bill previously paid to us by you, we may ask for a reasonable deposit to be used as security.

l) On our ValuePay service:

- if you have one (or more) ValuePay mobiles and no other live Services on your account and cease to pay your membership fee:

  (a) no further paper bills will be produced;

  (b) a service fee of 20% will be deducted from each top-up; and

  (c) we reserve the right to disconnect the Service if less than £10 has been topped-up onto the phone during the previous month or if you have spent less than the minimum call spend and there is insufficient credit on your Service to cover payment of this charge.
- each ValuePay mobile is subject to a minimum call charge and a minimum monthly call spend as set out on our website; any shortfall will appear as a separate charge on your monthly bill or be deducted from the credit balance on your SIM(s) at our sole discretion.

m) If you have selected our 'Budget Control' Option:

- if you ask to be transferred to a different price plan and/or to cancel 'Budget Control', then this will take place from the first of the following month and you may lose any unused call credit on your number at the time the transfer takes place. We will use reasonable endeavours to identify any such credit balance at the time of transfer that has been lost, and to refund it to you on your next monthly bill;
- you can only charge top-ups to your Utility Warehouse account ('pay-later top-ups') provided that there is a valid direct debit in place and there is no money outstanding on the account at the time the top-up is requested.

n) New customers requesting a free handset must provide satisfactory proof of address where we are unable to find them on the electoral roll, and we reserve the right to require a deposit, to refuse to supply any handset(s), or perform a credit check via an external agency at our sole discretion. Such new customers must also provide valid debit or credit card details which are registered at their home address; a handset(s) will not be supplied if this information has not been properly completed or we are unable to validate the payment card details.

o) Customers using our mobile service on a 'SIM only' basis should be aware that we are unable to guarantee that the SIM Card we provide will be compatible with your handset. You may need to arrange for your handset to be unlocked before you can use our Service. This is likely to be required if the handset was originally supplied by O2, Orange, Vodafone or '3'.

p) Our FreeCall service is subject to a maximum total call duration of 1,000 free minutes during any calendar month. If you exceed this limit we reserve the right to charge for any excess at the rate set out in the tariff guide. You may cancel FreeCall at any time subject to an administration charge of £10.

q) If you are using a BlackBerry handset, then a data add-on is required for email and web browsing. If we have supplied the BlackBerry handset to you, on either a free or subsidised basis, then the cost of this add-on will be charged on each monthly bill that we send you, irrespective of whether it was specifically requested by you. If you request a BlackBerry handset from us but do not request a data add-on, then we will automatically provide you with the applicable BlackBerry data add-on for £5 per month; we are unable to provide our mobile service to BlackBerry handsets without this data add-on.

r) It is unlikely, but we may need to change your voicemail number, mobile phone number or any other number from time to time, or to use a different network or carrier. We will let you know if this is going to affect you.

s) Please note that the charges for the Service(s) contained in your monthly statement will be calculated using data recorded by the carriers and networks which we use, and not from any data recorded by you. In the event of any dispute, the call data record from the carrier or network shall be deemed to be conclusive evidence of that usage. You are responsible for all call charges made on your Service(s), howsoever arising and whether or not such calls were made with your authority or knowledge.

t) We will not charge you for switching between our current Value price plans but you may only do so once in any 6 month period.

4. PAYMENT

a) You must pay us the monthly line rental (or other periodic) charges (billed in arrears, in advance or on a current month basis as we shall advise), for chargeable calls (billed after the calls are made) and any other charges in respect of the Service(s) provided to you or someone else using the Equipment etc). All these fees and charges must be paid by you by the last working day of the month in which the bill was produced. By completing our direct debit form you agree to pay charges in connection with the Service(s) by direct debit and authorise us to deduct each month sufficient funds from your nominated bank or building society account to pay for the Service(s) requested and/or used by you each month.

b) Our Tariff shows the types of charges most frequently incurred when using the Service(s); details on all our other charges are available on request.

c) All calls are charged in accordance with the price plan you have chosen. Call set-up charges do not apply to free or fixed-price calls. All charges on your bill are shown exclusive of VAT; this will be calculated at the applicable rate for each type of Service and added to the ex-VAT amounts shown. VAT is applied to the ex-VAT total of all charges for each service and is mathematically rounded to the nearest penny.

d) To protect both our customers and ourselves from fraud and/or unauthorised use of our Services, all mobile phones will be supplied with an initial credit limit. A reasonable deposit may be required from new customers who need an increase in this limit before a satisfactory trading history with us has been established. We may change this limit at our discretion and without notice.

5. LOSS OF MOBILE PHONE

a) If the mobile phone we have provided to you is stolen or if you lose it, please contact us immediately so that we can prevent further calls being made from it; you will be required to pay for any chargeable usage (eg: calls, texts and data) up to the time you notify us.

b) Replacement Phone Service ('RPS') was available to members on any new handset provided by us before 16 March 2013; members who are paying for this service will continue to receive cover in accordance with the previously published terms and conditions of the RPS service for as long as they continue to pay the applicable monthly charge, but this cover will not be available on any new handsets provided after 16 March 2013, except where the new handset is provided following a valid RPS claim. RPS is separate from, and should not be confused with, the Mobile Phone Protection Scheme available as a free benefit to Gold Status members whose handset is supplied after 16 March 2013.

6. SUSPENSION OF THE SERVICES

a) At our sole discretion, we can suspend or disconnect the provision of the Service(s) immediately, without telling you and without notice if:-

- we believe you are using the Service(s) in an unauthorised way, for commercial or business purposes, or for criminal activities or for the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing nature;
- you fail to pay any charges billed by us to you by the due date (unless we have agreed to waive or accept late payment thereof) or commit any other substantive breach of this Agreement;
- your credit limit is exceeded;
- we have reason to believe you are using your inclusive call, text or data allowance in a way that breaches any of our terms and conditions
- we are aware or have reason to believe that this Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of the Equipment is taking place;
- we have reason to believe the security of the SIM card may be prejudiced;
- you notify us that the mobile phone has been lost or stolen;
- we have reasonable grounds for believing you may not pay any amount(s) that are, or may become, due from you;
- your phone number is being advertised in or on a public phone box or other public space for solicitation purposes;
- your direct debit instruction is refused or cancelled;
- you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks or adversely affect the service or Services that we provide to our customers;
- there are reasons outside of our control.

In the above cases this Agreement does not come to an end and you are still liable for any minimum call charges and all monthly (or other periodic) line rental charges due during any period of suspension. In certain of the above circumstances, all outbound calls may be routed directly to our overdue account team in which case you will hear an automated announcement advising you of the reason why your call could not be completed as dialled; if you have arranged call forwarding on your line, then we cannot accept responsibility for any loss or embarrassment caused to you in the event that someone calling your number also hears this message when their call is forwarded. Any stored voicemail greetings or messages may be lost.

b) If you are unable to use all of the Services for a continuous period of 24 hours because:-
   - there is a technical failure of the networks;
   - they are being tested, modified or maintained; or
   - access is denied to us

   you will receive a credit against your monthly (or other periodic) line rental charge, which will represent that part of the monthly (or other periodic) line rental charge relating to the period of suspension or failure.

c) If you are on a mobile price plan which includes a bundled call allowance at a fixed monthly charge, we reserve the right to suspend or disconnect your mobile service immediately and without notice in the event:-
   - we are notified that your direct debit has been cancelled (unless you have previously informed us that you are changing your banking arrangements and have provided us with details of your new bank account);
   - a direct debit request we make is rejected by your bank for any reason;
   - we are unable to establish a direct debit authority using the bank details you have provided to us at any time; or
   - any bill we send you has not been paid in full by the end of the month in which it was issued.

   In the above cases, any unused 'Budget Control' call credit on mobile services will be lost.

7. VARIATION OF CHARGES

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

8. ENDING OF THIS AGREEMENT

a) You may cancel any Service(s) with immediate effect and without penalty by notifying us within seven days of first receiving these Terms and Conditions, however you will still be liable for any costs you have incurred in using the Services in the meantime.

b) You may notify us that you wish to end this Agreement immediately if:-
   - we have committed a material breach of this Agreement and fail to put it right within 14 days of you asking us to do so in writing;
   - all of the Services are permanently no longer available to you; or
   - you choose not to pay a deposit which we have requested in accordance with this Agreement, however in this circumstance you must either return any Equipment to us in good condition or pay the early termination fee(s).

c) We may end this Agreement immediately by writing to you if:-
   - you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks;
   - you become bankrupt or make any arrangement with creditors or go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets;
   - you commit a breach of this Agreement (eg. you fail to pay charges on the due date, or to pay us a deposit we have requested in accordance with these terms) and do not put it right within 14 days of being asked by us in writing to do so; or
   - we are no longer able to provide the Services to you on a permanent basis.

d) If we receive notification from another provider that you have asked them to take over the supply of any Service(s) we are supplying, we will treat the date of that notification as the start of the notice you are required to provide to us.

e) When this Agreement comes to an end:-
   - the Equipment will be disconnected;
   - you may not be able to transfer the telephone number(s) you have been using on our Service to another provider;
   - you will have to pay immediately all charges outstanding at disconnection, including any early termination fees in accordance with clause 10 below;
   - we will repay any deposit you have given us, upon request, but only if you do not owe us any money;
   - if we have received notification that your service is being transferred to another provider, and you continue using our Service after any notice period has expired, then you will remain responsible for all charges until the Service is actually transferred; and

f) You can return, at your risk and at your expense, any Equipment which you have received from us within 14 days of the date it was supplied to you (complete, undamaged and in its original packaging), and we will cancel the unexpired balance of any minimum term contract on that Equipment without penalty; please note that this does not include any replacement Equipment supplied by us under warranty or pursuant to the terms of our Mobile Phone Protection Scheme or Replacement Phone Service.

9. LIABILITY AND EXCLUSIONS

We will be liable to you if our negligence causes death or personal injury. In all other circumstances, we will not be liable for loss of profits or revenue, loss of use, lost business or missed opportunities, wasted expenditure or savings you might have made. This does not affect your right to a refund of your monthly (or other periodic) line rental charge in the circumstances described in clause 6(b) above. There may be occasions when we are unable to provide the Services because of something outside of our reasonable control. We will not be liable to you if that is the case, and if you choose to use an alternative carrier or network then we will not be responsible for that carrier's charges.

10. MINIMUM CONTRACT TERM (if applicable)

a) In exchange for entering into a minimum contract term, mobile customers on certain price plans can receive a free or subsidised mobile phone (see our mobile handset guide for full details). An early termination fee ("ETF") will be payable if, before the expiry of the minimum contract term:-

   (i) the Service is disconnected for any reason (except where by doing so we have committed a breach of our obligations under this Agreement);

   (ii) you ask us to port your number to an alternative provider;

   (iii) you lose the handset we have provided to you and choose not to replace it; or

   (iv) you wish to upgrade to a different handset

The ETF will be calculated as the number of months remaining until the end of your minimum contract term (rounded up to the nearest number of whole months) multiplied by the monthly handset charge for your Equipment (as shown in our mobile handset guide).

b) If your Equipment was supplied prior to 16 March 2013 and we agree to switch your service to a new price plan before you have completed your minimum contract term, then you will continue to be charged the 'Equipment supplied line rental' which was applicable on the date we supplied your Equipment, until the end of your minimum contract term, in addition to the monthly charge for your chosen price plan.

c) 'SIM only' connections are subject to 30 days' notice of termination by you, which can be given at any time.

d) Handsets can only be upgraded within any minimum contract term by paying the applicable ETF.

e) Where your handset is in full working order with no cosmetic damage, we may at our sole discretion agree to accept the return of the Equipment in lieu of some (or all) of any ETF which would otherwise be payable by you. If you wish to explore this option, please contact us.

11. MISCELLANEOUS

a) When you use the Services, the identity of your telephone number may be sent through the networks so as to be identified to the phone being called. It may be used by us to identify you when calling our Customer Service number, or to divert calls to us for administration and for the investigation of fraud. You may be charged for any diversion.

b) For your own protection, you must keep confidential any lock code(s) associated with your mobile phone, your voicemail access number, and any other personal identification or security number.

c) In the event you decide to move your mobile telephone number to an alternative reseller or carrier, and you have completed any minimum contract term associated with that number, then we will provide a porting authorisation code (PAC) to you upon request; the one month's notice of cancellation that you need to give us will commence on the date we issue the PAC to you. In the event your number is ported to another provider within the notice period, then you will still need to pay us all the fixed monthly charges on your Service up to the end of the notice period. In the event the PAC expires and you have not used it, then you will be deemed to have cancelled your notice to us, and we will continue providing your mobile service in accordance with these terms and conditions. If you subsequently request a further PAC code, this will be treated in the same way, and your one month's notice will start again from that date.

d) We may at our sole discretion change the carrier(s) being used to route your call traffic at any time and without notice.

e) You may have the right to refer certain disputes to arbitration in accordance with arbitration procedures set up by the network operator under its license, details of which are available from us upon request.

f) Additional miscellaneous terms which apply to all customers are set out on page 24.

Gas and Electricity

1. DEFINITIONS

a) 'we' or 'us' means Electricity Plus Supply Limited and/or Gas Supply Limited acting through its management service provider Telecom Plus PLC trading as the Utility Warehouse and 'our' shall be construed accordingly.

b) 'you' means the customer named on the application for the supply of Energy and 'your' shall be construed accordingly.

c) The '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) 'Pricing Schedule' means the tariff for Energy.

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) The 'Authority' means the body known as the Office of Gas and Electricity Markets (OFGEM).

i) 'Property' shall mean any address at which Energy is supplied pursuant to this Agreement.

j) 'Member' shall mean a member of the Utility Warehouse Discount Club.

2. PARTIES

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

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

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 will start on the date we commence supplying Energy to your Property and will continue thereafter until terminated in accordance with the provisions of this Agreement. The start date may be held up while we arrange to transfer responsibility for your Energy from your existing supplier.

b) You agree to read your meter(s) on the supply start date(s) and to notify us of the meter reading(s). If you do not we may either:-
- estimate the reading and you will have to pay our charges based on the estimated reading; or
- obtain a reading ourselves, in which case you hereby agree to pay our costs in obtaining that reading.

c) If we are taking over your energy from another supplier, we are required to complete the transfer within 21 days of the day after the end of any cancellation period or the day after a period of 14 days has ended (whichever is the earlier) from the date on which you entered into an Agreement with us, unless:
(i) you ask us to delay the transfer;
(ii) you inform us that you no longer want us to become your new supplier;
(iii) your old supplier objects to the transfer;
(iv) we do not have all the information we need to complete the transfer and we have been unable to obtain the missing information from another source; or
(v) happens to prevent us from completing the transfer which is outside of our control.
If the transfer is delayed for one of the reasons set out in (iii), (iv) or (v) above, and the reason we have been unable to proceed ceases to apply, then we will complete the transfer as soon as we reasonably can, and at the latest within 21 days of the date we become aware that the reason for the delay has been resolved (unless you no longer want to continue with the transfer).

4. THE SERVICES

a) This Agreement only applies where your Property is connected to the gas network, or in the case of electricity, to the distribution network belonging to the public electricity supplier in whose authorised area your Property is located.

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 public supply licenses. The meter(s) measuring consumption of Energy at the Property are conclusive evidence of the amount of Energy consumed at the Property unless either or both of us think that consumption is being measured incorrectly and require independent examination of the electricity and/or gas meter(s) at the Property. If the electricity and/or gas meter(s) have stopped or for any other reason no reading of consumption of Energy at the Property will ever be possible for the period, we may base our bill on our reasonable assumption of your consumption of Energy taking into account previous or subsequent consumption levels recorded at the Property. If you dispute the accuracy of the metering equipment and request we carry out accuracy tests, then if the relevant metering equipment is found to be within the acceptable limits of error as prescribed by the industry agreements that we operate, you will bear the cost of the test; if the meter is found to be faulty then we will bear those costs, along with those of replacing or recalibrating the meter.

c) You must allow access to any of our authorised employees or agents to read, repair, certify or change the electricity or gas meter(s), to inspect any equipment or to carry out any of our statutory duties or powers arising out of or reasonably incidental to this Agreement. We will normally give you reasonable notice (with the exception of meter readings) but need not do so if there is danger or an emergency or we suspect there may be an offence being committed (including theft) in relation to the supply 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 public gas transporter full, free and safe access to the gas supply and measurement equipment where they require access for the exercise by them of their statutory and licence rights and obligations.

e) You remain responsible for all equipment on your side of the meter(s), and you must ensure that it is kept in good order at all times.

f) In relation to the supply of electricity, you hereby authorise us to contact other suppliers of electricity and negotiate with them on your behalf, and to act as your agent in arranging to transfer responsibility for your electricity supply to them, if at our sole discretion we feel it is necessary to do so. Following any such transfer we shall be deemed to be acting as agent for any such new supplier and the terms of this Agreement shall be construed accordingly. This authority shall lapse upon termination of this Agreement in relation to the supply of electricity in accordance with the provisions of clause 6.

g) If your previous supplier of Energy objects to our registration of supply of Energy to the Property, either because you owe money or because your supply contract has neither expired or been terminated, this Agreement shall be treated as if it had never existed in so far as it relates to that form of Energy.

h) Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms for Connection (NTC) and agree to keep its conditions. This will happen from the time you enter into this Agreement and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in

relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF: phone 0207 706 5137, or see the website at www.connectionterms.co.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 the Pricing Schedule or as subsequently notified by us to you in writing. The tariff may vary according to the type of property you occupy, the way you have chosen to pay, the type of metering you have and which other services we also provide to you. The Pricing Schedule forms part of this Agreement.

b) We will produce a monthly bill or statement in respect of the Energy supplied to your Property, except where a prepayment meter has been installed or we have agreed otherwise in writing with you, or there is a postal strike or some other form of industrial action. When we produce your bill or statement we will use an actual meter reading if this is available (whether provided to us directly by you, or indirectly by a meter reading agent working on our behalf, or remotely from your Smart Meter), provided we do not consider any such reading to be erroneous; if no actual meter reading is available, then we will calculate a reasonable estimate of the energy usage at your property. You agree to pay the cost of your estimated or actual usage as applicable. If we have used an estimated reading, and you subsequently provide a meter reading to us that we reasonably consider accurately reflects the amount of energy you have used, then we will use this in calculating your next bill. We or any person or company we authorise will read the meters from time to time.

c) Any debt for Energy supplied to you by a previous supplier which is assigned to us shall be treated as a debt due under this Agreement. We reserve the right to recover any costs associated with the recovery of any debt due.

d) For new Members who joined the Utility Warehouse Discount Club after 3 April 2011, a 10% Extra Discount is available off the total cost of the Energy supplied to them during the first 12 complete calendar months following the successful transfer of their Energy services to us, subject to them having complied in full with the terms and conditions of the '10% Extra Discount on Energy' promotion as set out on page 6 of this booklet.

e) If we owe you money on one of the services we provide to you when we issue your monthly bill or statement, we will offset the credit against the money you owe us on the other services provided to you. If the total monthly bill or statement shows a credit, this will be refunded to you only if you have ceased to be a customer of Telecom Plus PLC (ie. we are no longer supplying you with any services) or if the amount of the credit is greater than the expected total of your next monthly bill or statement. This does not apply to customers who are on a 'Budget Plan' and the Budget Plan credit balance shown on the bill relates solely to the seasonal nature of your annual usage.

f) Each bill we produce is due for payment 48 hours after it has been dispatched to you, unless you are paying for your Energy using a prepayment meter(s). However, in order to avoid late payment charges, you must ensure we receive payment in full by the last working day of the month in which the bill was produced. If you have a valid direct debit in place with us then we will not attempt to collect payment until the last working day of that month unless otherwise agreed between us. If you pay for Energy in a different way to the method shown on the Pricing Schedule, the tariff you will be charged will be the tariff that applies to that method of payment. For example, if you have previously agreed to pay by monthly direct debit and subsequently pay by cash or cheque, then you will be billed in accordance with our tariff for non direct debit customers.

g) If we have not received payment by the due date, then subject to our complying with the terms of the relevant OFGEM supply licence and without prejudice to any other remedies we may have, we may also stop your supply, require a security deposit, 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) which are payable on the supply at the prevailing rates.

6. ENDING THIS AGREEMENT

a) If you intend to vacate the Property, you must give us at least two working days' notice, otherwise you remain liable for any Energy used until the earlier of:-
- 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;
- the end of the second working day after you inform us of your departure; or
- the next actual meter reading following your departure.

b) You may terminate this Agreement at any time after supply has begun by giving not less than 28 days' notice in writing. We may object to any termination if you have a bill which is overdue unless:
- you have raised a dispute in relation to that bill; and
- we have agreed that a credit needs to be raised; and
- you must have paid any balance due to us after taking such credit into account. The termination will proceed once the charges have been agreed and any outstanding debt has been paid.

c) 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 deposit) we may terminate the Agreement and discontinue the supply of Gas and/or Electricity as long as we have complied with our licence obligations.

d) We will inform you no later than 30 days prior to any price increase or any change to these terms to your significant disadvantage come into effect. If, on or before the variation takes effect you terminate this Agreement in accordance with clause 6(b) by advising us that you intend to transfer your energy to another supplier, or no longer require a supply, then provided such transfer or termination of supply takes place within six weeks of you advising us, the previous price or as the case may be, previous terms will continue to apply until the supply has been transferred or terminated.

e) Except where you have notified us that you are vacating the Property, you will continue to be liable for payment for Energy used after the Agreement is terminated until a new supplier has taken over the Property and we have been advised that transfer has occurred. We reserve the right to apply a reasonable surcharge in such circumstances.

f) Where this Agreement is for the supply of both electricity and gas and is terminated in respect of either form of Energy, all terms of this Agreement relating to the continuing supply of Energy shall remain in full force and effect.

g) If a 'last resort supply direction' is given to another supplier in respect of the Property (which means that they will take over supply to your Property from us), your Agreement with us will end on the date that direction takes effect.

h) If you fail to pay the final bill received after termination within 14 days of receipt, then you will be charged interest on the amount outstanding at 5% above the Barclays Bank Base Rate from the date on which payment was due.

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).

b) 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.

c) 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.

d) If you lose or damage your card we will debit your meter(s) with the cost of its replacement plus a small administration charge.

e) 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).

f) An annual statement will be provided for information only.

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) If you are not using the Property solely for domestic purposes, neither we nor you shall be liable for any indirect, economic or consequential losses, damages, costs or loss of profit suffered of any kind however they might arise.

c) Neither party shall be liable to the other (whether using the Property as a private dwelling house or otherwise) to the extent that it has acted reasonably but is nonetheless prevented from the performance of an obligation under this Agreement (other than any payment obligation) due to an event or circumstance beyond its control (including any circumstance under the control of the relevant gas transporter in respect of the supply of gas or the local Distributor in respect of the supply of electricity).

d) We shall not be liable for any loss or damage (including consequential loss) to your home or contents howsoever arising, due to failure of the Energy supply, including loss or damage to any computers, computer data, refrigerator or freezer contents, burst pipes (or any resulting damage caused to carpets or other property). You should ensure that this is covered by your household insurance policy.

e) Subject to any contrary existing Agreement between you, the Distributor and/or any previous Energy supplier, the Distributor shall not be liable to you under this Agreement or otherwise for any loss or damage which (a) is beyond the reasonable control of the Distributor; or (b) is consequential or indirect or arises from or amounts to economic loss.

f) If the electricity supply to the Property is wholly or mainly used for business purposes the Distributor will only be liable to you in accordance with the limitations in clause 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 8(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.

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. 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.
- 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.
- The Distributor reserves the right to amend any terms in this clause 10 to incorporate any changes that have been approved by the Authority. Any such change will be announced in at least three daily newspapers and will take effect from the date stated in those announcements.
- The Distributor shall be entitled and have the ability to enforce the provisions of clause 10(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.

b) You must report any gas leak immediately to the local National Gas emergency service whose phone number is 0800 111 999. For electricity, the emergency telephone number can be found on your bill or you can look in your local phone directory, under 'Electricity'.

c) 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.

d) You must not interfere with our Energy supply to other customers.

e) 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 the disclosure to us of information about the electricity and/or gas meters in the possession of your previous supplier of Energy, relevant public gas transporter or local distributor to enable us to register ourselves as your supplier.

f) Where reference is made in this Agreement to any statutory or regulatory provisions, such reference shall include that provision as it may from time to time be modified or re-enacted.

g) 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.

h) Additional miscellaneous terms which apply to all customers are set out on page 24.

11. CONTINUITY OF SUPPLY

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

- something happens outside our reasonable control which prevents it;
- 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;
- the Property is disconnected or cut off from the relevant gas or electricity transporter's gas or electricity supply system;
- there is a danger to life or property;
- the OFGEM supply licences of EP or GP (as applicable) are revoked;
- the gas or electricity supply and measurement facilities for the Property are inadequate; or
- the relevant public gas or electricity transporter prevents or prohibits us supplying the Property.

CallMe(0800) - Freephone Service

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

1. DEFINITIONS

a) 'we' or 'us' means Telecom Plus PLC trading as the Utility Warehouse.
b) 'you' means the customer named on the application form (whether on paper, online or via our inbound sales team).
c) 'Service(s)' means providing a basic two-way communication service via whichever carriers or networks we may elect to use from time to time and such other services as may be made available to you by us from time to time.
d) 'Freephone number' shall mean the 0800 telephone number allocated to enable you to use our CallMe(0800) service.

2. DURATION

This Agreement will commence on the date we inform you that your Freephone number has been allocated and continue thereafter until cancelled by either of us giving one calendar month's written notice to the other at any time.

3. THE SERVICES

a) We will use reasonable efforts to make the Service(s) available but owing to the nature of telecommunications networks it is impossible to provide a fault-free service and the quality and coverage of the Service(s) depends on both the telecommunications network to which you are connected and also on other telecommunications networks to which the person who is calling you is connected. The Service(s) might be adversely affected by too many people trying to use the network at the same time, and may fail or require maintenance without notice.
b) Upon receipt of a telephone call which has been made to the Freephone number allocated to you, we will use all reasonable skill and care to deliver it to the telephone number requested by you on your original application form (or as subsequently amended by agreement between us). We will use our reasonable endeavours to implement any change to the telephone number to which your calls are being delivered within three working days from receipt of a written request from you. You are responsible for informing us of all changes to the telephone number to which you wish the Service to deliver your calls. In the event that you do not inform us that this telephone number has changed, you will still be liable for all charges associated with the Service.
c) We may withdraw any Freephone number from you on 30 days' notice if such number has not been used during a period of 90 consecutive days.
d) We reserve the right to end the Service without notice if we have reason to believe that you no longer own or are no longer using the telephone number to which we are delivering the Service.
e) You will give us not less than 30 days' written notice prior to television or other mass-market advertising of the Freephone number allocated to you, and provide us with a forecast of the expected number of calls. We shall use reasonable endeavours to route the forecast calls in full but we shall not be liable for any failure to route the telephone calls to your line provider, or their failure to route such calls to you.
f) It is your responsibility to obtain and use any equipment you may need, and to ensure such equipment is approved for use on a public telecommunications network, in order to enable us to provide the Freephone service to you.
g) In the event you incur costs in printing or advertising the Freephone number allocated to you before such time as you have tested the Freephone number and successfully received a call, that expenditure is at your own risk, and we will not be liable for any losses resulting from difficulties and delays in connecting the Freephone number.
h) In the event you request us to provide additional routing features or any other Services in addition to our standard Freephone service, we will use our reasonable endeavours to provide them. Any such additional features or Services may be subject to both an initial charge and an additional monthly line rental, and it may be necessary to change the Freephone number allocated to you in order to provide the additional features or services you have requested.
i) You must not use the Service(s) for any improper or unlawful purpose. You must comply with any instructions we give you about the Service(s).
j) On connection of the Freephone telephone number allocated to you (or at any time later on), we may set a credit limit on the amount of call charges you may incur. As our billing system is not updated instantly when you make a call, you may exceed the credit limit, but if this happens, you will still be liable for all call charges.
k) It is unlikely, but we may need to change the Freephone telephone number allocated to you from time to time, or to use a different network or carrier. We will let you know if this is going to affect you.
l) On connection of the Freephone telephone number allocated to you (or at any time later on), if we have reason to believe any amount due from you may not be paid, or if your call usage in any month is materially greater than any bill previously paid to us by you, we may ask for a reasonable deposit to be used as security.

4. PAYMENT

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

5. SUSPENSION OF THE SERVICES

a) We can suspend the provision of the Service(s) immediately without telling you and without notice if:-
   - we believe the Freephone number allocated to you is being used in an unauthorised way or for criminal activities or for the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing nature;
   - you fail to pay any of our charges when due or commit a substantive breach of this Agreement;
   - your credit limit is exceeded;
   - we are aware or have reason to believe that this Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of the Freephone number allocated to you is taking place;
   - we have reasonable grounds for believing that any amount due from you may not be paid;
   - Your Freephone number is being advertised in or on a public phone box or any other public space for solicitation purposes.
   - if your direct debit instruction is refused or cancelled;
   - you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks; or
   - there are reasons outside of our control.
b) In the above cases this Agreement does not come to an end and you are still liable for all monthly (or other periodic) line rental

charges due during any period of suspension. However, if you are unable to use all of the Service(s) for a continuous period of 24 hours because:-

- there is a technical failure of the networks;
- they are being tested, modified or maintained; or
- access is denied to us

you will receive a credit against your monthly (or other periodic) line rental charge, which will represent that part of the monthly (or other periodic) line rental charge relating to the period of suspension.

6. VARIATION OF CHARGES AND TERMS

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

7. ENDING OF THIS AGREEMENT

a) You may end this Agreement immediately by writing to us if:-
   - we commit a material breach of this Agreement and fail to put it right within 14 days of being notified by you; or
   - all of the Services are permanently no longer available to you;

b) We may end this Agreement immediately by writing to you if:-
   - you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks or you become bankrupt or make any arrangement with creditors or go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets;
   - you commit a breach of this Agreement (eg. your failure to pay charges) and do not put it right within 14 days of being notified by us; or
   - we are no longer able to provide the Service(s) to you on a permanent basis.

c) When this Agreement comes to an end:-
   - the Freephone number allocated to you will be disconnected and you will no longer be entitled to use it; and
   - you will have to pay immediately all charges outstanding at disconnection
   - if we have received notification that your service is being transferred to another provider, and you continue using our Service after any notice period has expired, then you will remain responsible for all charges until the Service is actually transferred; and
   - we will repay any deposit you have given us, upon request, but only if you do not owe us any money. You will also receive a credit in respect any monthly (or other periodic) line rental charge which has been previously charged by us and relates to the period after the date of disconnection.

8. LIABILITY AND EXCLUSIONS

We will be liable to you if our negligence causes death or personal injury. In all other circumstances, we will not be liable for loss of profits or revenue, loss of use, lost business or missed opportunities, wasted expenditure or savings you might have made. This does not affect your right to a refund of your monthly (or other periodic) line rental charge in the circumstances described in clause 5. There may be occasions when we are unable to provide the Service(s) because of something outside of our reasonable control. We will not be liable to you if that is the case, and if you choose to use an alternative carrier or network then we will not be responsible for that carrier's charges.

9. MISCELLANEOUS

a) Unless you tell us otherwise, we may disclose your name, address and phone number(s) to third parties in order for them to operate a directory service.

b) In the event you wish to move the Freephone number to an alternative reseller or carrier and that reseller or carrier confirms to us that he is willing to accept such a transfer, we will charge an administration fee of £25 (plus VAT) which must be paid by you before we will transfer the number.

c) Additional miscellaneous terms apply to all customers.

Miscellaneous Terms and Conditions applicable to all Services

1. We reserve the right to transfer any of these agreements to any third party at any time whereas you may not transfer them to anyone else unless we have agreed in writing beforehand.
2. You may request additional Services to be provided by us at any time by post, by fax, by email, by telephone or online. Any Services provided by us pursuant to such a request will be subject to our standard Terms and Conditions.
3. Failure by either of us to enforce our rights under these agreements shall not prevent the other from taking further action. If either party waives a breach of these agreements that waiver is limited to that particular breach. If any part, term or provision of these agreements is held to be illegal or unenforceable, the validity or enforceability of any remaining terms will not be affected. We reserve the right to make changes to these Terms and Conditions from time to time and/or to introduce new Terms and Conditions from time to time, if there are changes to the law or amendments to the Terms and Conditions upon which we are able to obtain services from our suppliers or in the event we believe it is necessary for us to do so. We will notify you of any such changes, and if such change(s) are to your significant disadvantage, we will remind you of any termination rights you may have.
4. We will always send important notices to you relating to our Services in writing, which may be printed on your monthly bill, or sent to you by email if you have chosen online membership or confirmed your email address to us within the previous six months, or by SMS if we are providing any mobile phone services on your account or you have confirmed your mobile contact number to us within the previous six months; where we are sending a notice to you by SMS it may be sent to any or all such mobile numbers. You shall be deemed to have accepted any changes to these Terms and Conditions or to any of our charges that have been properly notified to you in accordance with this clause, unless you notify us within 14 days of being so notified that you wish to terminate the Service(s). You may send notices to us by post, by telephone, by email or by fax. If notices are sent by post, they shall be deemed to have arrived at their destination 48 hours after posting.
5. If you telephone us, or if we telephone you, your call may be monitored or recorded.
6. This document, our sales brochure, mobile handset guide, tariff guide and website together with the checklist (from the front) and the important information (on the reverse) of the Residential application form, is intended to contain all the terms of the Agreement between you and us. If there is any difference between what anyone has told you and these Terms and Conditions, then these Terms and Conditions will prevail. In the event of any inconsistency between the various documents we have provided to you, then the terms set out in these Terms and Conditions and the prices published on our website shall prevail. Any requested alteration or change to our standard Terms and Conditions must be made by you in writing and will not be binding on us unless specifically accepted and evidenced by the signature of a director of Telecom Plus PLC in respect of any service supplied by that company, and by a person duly authorised by Gas Plus Supply Limited and Electricity Plus Supply Limited in respect of the supply of gas and electricity respectively.
7. 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.
8. 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 can 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. For full details of how we use your data, please see the Privacy Policy available on our website.
9. You agree to look after any of our Equipment in your home and follow any reasonable instructions that we may give you about the Services, including giving us access to your home. If you have not done so, and the Equipment is damaged, you will have to pay us for any repair or replacement.
10. We reserve the right to charge for the following items (if provided by us free of charge to enable you to use the Services) at the rates shown, if the relevant Service is disconnected within 12 months of the date on which the Equipment was supplied, and the Equipment is not returned to us within 30 days of the Service being disconnected: Smart Boxes (£29.99); Filters (£5); Fixed Routers (£15); USB Adaptors (£15); Internet Phone adaptors (£35).
11. We shall not be liable to you for any failure to deliver any of the Services or for any breach by us of these agreements, where such failure or breach is due to a reason outside our reasonable control, including, but not limited to, failure of a third party telecommunications provider, lightning, exceptionally severe weather, fire, explosion, war, riots, industrial disputes, acts of terrorism, government action or regulation or national or local emergency; if such failure to deliver continues for more than three months after the commencement of such failure, then you may terminate the affected Service by giving us notice in writing.
12. The main account holder named in the application(whether on paper, online or by telephone via our customer service or sales team) is the customer and legally responsible for all aspects of the Agreement, including payment of all liabilities and costs incurred. By supplying details of an additional account holder either as part of the initial application or at a later date, you have authorised us to disclose any information we hold relating to your Utility Warehouse account to the additional named account holder, and for us to accept any instructions they may give us relating to the management of your account, until such time as you notify us in writing that you would like them to be removed as an additional named account holder. You warrant that the named main account holder is an authorised signatory on any bank account whose details have been provided to us for direct debit purposes. You may request that we send your monthly bills and correspondence addressed jointly to both yourself and the additional named account holder if required. We may also take instructions from someone who we have good reason to believe is acting with your permission; and in such circumstances we will not be liable for any resulting loss, damage or inconvenience.
13. Unless we have acknowledged that there is a valid dispute, a late payment charge of £6 will be added to your next monthly bill in any of the following circumstances:
    - the amount of money in your bank or building society account was insufficient to cover a direct debit payment which we tried to collect in respect of your monthly bill from us; or
    - you cancel your direct debit or change to a new bank account without notifying us; or
    - your payment for a monthly bill has not reached us by the due date 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, credit card commissions and/or agency charges. Please note that certain membership benefits (eg. 'Free calls to other Club members' and Gold Status benefits) will only be provided if there is valid direct debit in place when your monthly bill is being calculated and there is no outstanding balance on your account. For the avoidance of doubt you do not have a right to set-off any amounts due.
14. All payments must be made in pounds sterling, whether in cash, by credit/debit card, cheque or bank transfer; promissory notes are not accepted. We strongly recommend that you pay your bill by direct debit to avoid incurring any additional charges (for late payment or otherwise), or the inconvenience of the Services being suspended or disconnected because we have not received and/or processed your payment for any reason by the due date irrespective of whether this has resulted from a situation which is outside your control. If you fail to make a payment, you hereby authorise us to take the amount owing from any credit, debit or charge card details which you, or an additional account holder (if applicable), have given to us at any time, irrespective of the

original main purpose for which such details were provided. In the event that for any reason the Utility Warehouse does not receive payment for any bill by the due date, all Services (excluding energy) supplied by the Utility Warehouse may be suspended or disconnected without notice; please note that if a telephony service (Home Phone, Mobile, Callme(0800), Internet Phone or the FreeCall app) is disconnected, you may permanently lose any messages that had been left for you on any remote answering service or greetings you had recorded, re-connection charges may apply, and you may lose the phone number which had previously been allocated to you.

15. We provide our Services in good faith based on the information you have given us (including the supply address). In the event that you move home without informing us and providing a forwarding address at which we can contact you, you will remain liable for all charges associated with any Services being provided to your previous address until we have been properly notified that you are no longer living there. We also reserve the right to end any Service we have been providing to you, without notice, in such circumstances and we will not be liable for any resulting loss, damage or inconvenience. You will be liable for any associated charges if Services are ended under this clause.
16. 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, 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. Our 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.
17. Where you provide us with a deposit and we are required to pay interest thereon in accordance with any statute or applicable regulations, such interest will be calculated on a simple basis at the Barclays Bank Base Rate, as varied from time to time. Deposits will be held for a minimum of 12 months after which they will be repaid to you upon request (subject to a satisfactory payment history on your account) together with any accrued interest to which you may be entitled. If you have terminated all your Services, upon request the deposit will be returned to you, together with any accrued interest to which you may be entitled. In either case we are entitled to use any deposit we are holding to pay off (in part or in full) any charges you owe us for any Services which are overdue (which may include early termination and administrative fees), unless you have informed us of reasonable grounds for disputing such charges, in which case we shall provide reasonable justification prior to making such deductions.
18. If we need to repay any money to you at any time this will normally be paid directly to your bank account using the direct debit details you have provided to us; in the event we do not hold such details, or you request us to send any such payment(s) to you by cheque, then each cheque we issue will be subject to an administration charge of £6 which will be deducted from the amount repayable. Amounts of less than £6 can therefore only be repaid through the BACS system to your bank account.
19. The headings in this Agreement are inserted for reference only and shall not affect the interpretation of these Terms and Conditions. Where applicable throughout the literature we publish, the terms 'we' and 'our' include references to other companies, their networks and equipment which we use in order to make our services available to you.
20. Where a service, tariff or membership level is no longer available to new customers, the specific terms associated with it may no longer be included in our current range of marketing materials (including theses Terms and Conditions). Unless you have been notified by us of a change to those terms (including any pricing), the Terms and Conditions which applied at the time it was originally provided to you (but subject to any subsequent amendments notified to you) shall continue in full force and effect while we continue to provide that service, tariff or membership level to you.
21. These agreements are governed by the laws of England where your home address is located in England, Wales or Northern Ireland, and by Scottish law where your address is located in Scotland.
22. 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.

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

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