

# Business Club

## Terms and Conditions





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## Business Club Membership

The Utility Warehouse Discount Club for Business is a discount club offering savings on a wide range of essential business utility services. Membership costs just £2 per month (included on your monthly invoice), and gives you access to a wide range of benefits.

1. You will automatically become a member of the Utility Warehouse Discount Club for Business 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 at which time your membership will lapse forthwith. Club membership is only available to customers to whom utility services are being provided by us.
2. You will be charged the monthly membership fee in respect of all the services we provide to you. If you choose to have more than one account with us, then you will be charged a membership fee on each account.
3. All prices shown in relation to the Utility Warehouse Discount Club for Business in any marketing literature or otherwise provided by us are, unless otherwise stated, exclusive of VAT at the current standard rate. VAT is applied to the ex-VAT total of all charges for each service and is mathematically rounded to the nearest penny.
4. Members of the Utility Warehouse Discount Club for Business are entitled to make unlimited free calls using any of our fixed line services (ie. Phone and Internet Phone) to the landline 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. For the avoidance of doubt, this includes calls to members of both the Utility Warehouse Discount Club and the Utility Warehouse Discount Club for Business.
5. Certain membership benefits (eg. free calls to other Club members) will only be provided if there is no outstanding balance on the account and a valid direct debit is in place when the invoice is being calculated.
6. If you have selected the 'e-billing' option, we will send notification by email, to the address entered overleaf, when your monthly bills are available to view online. Paper copies of your bill will not be sent separately. It is your responsibility to inform us of any change to your email address.
7. Members of the Utility Warehouse Discount Club for Business can apply for a CashBack card. This gives you the opportunity to save between 3% and 7% on all your purchases made using the CashBack card from a wide selection of participating retailers. Please note that you are not permitted to use it to purchase fuel for business purposes. Full details and terms and conditions are available on our website at [www.utilitywarehouseforbusiness.co.uk](http://www.utilitywarehouseforbusiness.co.uk).

## Business Club Gold Status Benefits

All Business 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 form (whether on paper, verbally via our Customer Service 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.

1. 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 eligibility for Gold Status benefits is dependent on you having Gold Status at the time of producing that bill.
2. 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.
3. For the purposes of determining whether a member is entitled to Gold Status, the Eligible Services are: Landline Phone (including Internet Phone), Internet (including Mobile Broadband), Mobile, Gas and Electricity. NGN services 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.
4. The following Gold Status benefits - 10% Extra Discount on Energy, and Reimbursement of up to £200 of Early Termination Fees - are only available to an entity that has previously been a Club member if that entity:
  - has not been a Club member since 25 March 2012; and
  - has not previously received an Early Termination Fee refund from us.

### 1. 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 of the Utility Warehouse Discount Club for Business, 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:

1. 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, 508 Edgware Road, The Hyde, London NW9 5AB.
2. 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.
3. This offer is only available to members who joined the Utility Warehouse Discount Club for Business after 26 March 2012.
4. 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.

## 2. 10% Extra Discount on Energy

If you are a new member joining the Utility Warehouse Discount Club for Business whose application form is received and processed by us between 26 March 2012 and 31 March 2018 (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 following 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:

1. 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 was processed by us.
2. 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).
3. You must not have cancelled (or given notice to cancel) any of the services being provided by us, or moved premises (even if we become the supplier at your new address).
4. 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:
  - a) 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;
  - b) 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).
  - c) 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.
5. 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.
6. Subject to meeting all of the above conditions, you will receive your 10% discount off the cost of the energy you have used, subject to a maximum of £250 per energy service type (ie. a maximum of £500 for a dual fuel account); this will appear as a credit on the next bill we produce after all your services have been live with us for 12 months.

## 3. 'Free Broadband' for six months

All members with Gold Status are entitled to benefit from a monthly discount of £7.00 on their fixed line Broadband service (either Standard or Ultra), subject to the following:

1. If you are a new member whose application form (whether online or via our inbound sales team) was received and successfully processed by us between 17 March 2013 and 31 March 2017 this discount applies for a maximum of six months from the date that your Broadband service went live with us.
2. You can only benefit from this offer on the first Broadband Service to go live with us.
3. 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).

4. 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 £7.00 monthly discounts you have previously received from us; this amount will appear as a debit charge on a subsequent monthly bill from us.

## 4. 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 premises), 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 Value450, Value300 or Value250 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.

## 5. Additional Mobile Data allowance on ValueMax and ValueMax+

All Gold Members can benefit from an additional data allowance of 2GB on our ValueMax Price Plan or 6GB on our ValueMax+ Price Plans. This is subject to the following conditions:

- a) If you are on ValueMax, then you will only receive this benefit if you have selected and are paying for the 2GB optional data bundle; (for avoidance of doubt, this benefit does not apply to any other Mobile Price Plan). It applies automatically if you are on ValueMax+.
- b) In the event that you do not have a minimum of four live Eligible services with us, for whatever reason, within 75 days of you becoming a Member, or you cease to be eligible for our Gold Status benefits at any time thereafter while you are still receiving this benefit, then this benefit shall immediately cease to apply and you will be charged for any excess data at the standard non-discounted rate.
- c) It is not permitted to use any inclusive data allowance for tethering; we reserve the right to withdraw this facility without notice if we become aware it is being used for tethering and/or to charge for any data used in this manner at our published tariff for excess data.
- d) This benefit only relates to data used within the UK and, subject to our Business Mobile Fair Usage policy, in the EU/EEA. Any data used whilst roaming outside the EU/EEA will be charged at our standard roaming rates.
- e) This benefit is only available to mobiles connected to our ValueMax Budget Control option with effect from 1 April 2016, and our ValueMax+ Budget Control option with effect from 1 May 2017.
- f) For mobile numbers which became eligible for this benefit prior to 1 April 2014, we reserve the right to restrict download speeds and access to data intensive activities (eg. streaming) once you have exceeded 4GB of data usage in any calendar month, and to withdraw access completely to any further data usage for the remainder of each calendar month once we become aware that your data usage for any month has exceeded 10GB.

## 6. Free calls to Utility Warehouse Mobiles

All members with Gold Status are entitled to make free anytime calls to mobile phone numbers which are being billed by the Utility Warehouse ('Free calls to UW Mobiles'), subject to the following:

1. Free calls to UW Mobiles are available on an ongoing monthly basis while you retain Gold Status, and can be made using any Landline Phone service (including Internet Phone) being billed to you as a member of the Utility Warehouse Discount Club for Business; 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 this benefit.
2. Free calls to UW Mobiles may only be made using a Landline Phone service which is physically connected at your account billing address, or using an Internet Phone service at any location being used by you or an employee of your business.
3. 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.
4. Free calls to UW Mobiles are subject to a fair usage policy.
5. Free calls to UW Mobiles are provided for normal person-to-person voice calls only. We reserve the right to charge for Free Calls to UW Mobiles, at our published tariff for Club members who are not receiving this benefit, where they are being used in any other way.

## 7. Discounted New Single Phone Line Installation

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

1. If you are an eligible member you may only benefit from a single discounted new Landline Phone line.
2. This offer only applies to a single analogue line on our Main (LLU) network, and is subject to availability.

3. To take advantage of this offer you must agree to a 12 month minimum contract term. A one-off charge of £24 will appear on your first monthly bill.
4. If you have benefited from this promotion and subsequently cancel your Phone service within the minimum contract term, you will have to pay our standard retail price of £69 for installing your new line less the £24 payment on your first bill, in addition to any early termination fee(s) that may be due relating to any Phone service or fixed line Internet service that you are taking from us. 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 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.

## Optional 24-Month Commitment

Members who joined the Utility Warehouse Discount Club for Business between 26 March 2012 and 16 March 2013 were eligible to receive a 5% discount on all their fixed monthly and eligible call charges for Landline Phone, Internet, Mobile and NGN services in return for entering into a 24-month commitment on all the telephony services on their account, subject to the following:

1. This discount includes any telephony services you ask us to provide at a later date while you are still within a commitment period.
2. You will be liable to pay an early termination fee to us in respect of the balance of the commitment period if any of your telephony services are disconnected or cancelled before the end of the commitment period; for each line disconnected or cancelled, this will be calculated by multiplying the number of months remaining until the end of the commitment period by £3, and adding to this amount the value of any commitment discount previously credited to you in respect of that phone number. This early termination fee will be in addition to any early termination fees that you may incur relating to the individual telephony services we are supplying to you.
3. We recognise that the telephony requirements of business customers may change within the commitment period; we will therefore waive any early termination fees relating to the 24 month commitment (but not, for the avoidance of doubt, early termination fees which relate to any minimum contract term which applies to individual services) where we reasonably believe that following any such changes we remain your exclusive supplier of telephony and internet services.
4. Discounts are not payable on any account that is in arrears or if there is no Direct Debit in place on the date we calculate the invoice, or on any service for which we have received notice to cancel.
5. If you joined the Utility Warehouse Discount Club for Business after 26 March 2012 and successfully applied for, and are taking, four or more Eligible Services (ie. you have Gold Status), then the discount you receive on your telephony services under our 24-month optional commitment offer will increase from 5% to 10%. In the event that you cease to have Gold Status in any month during any 24-month commitment period, you will not receive this higher discount and will automatically revert to a 5% discount (provided you continue to meet the rules of the 24-month commitment promotion).
6. If you joined the Utility Warehouse Discount Club for Business before 26 March 2012 and accepted a 24-month commitment in return for a discount on your telephony services, you will continue to receive any discounts that you are eligible for in accordance with the previously published rules of that scheme.
7. You can cancel your energy service(s) within the commitment period without penalty, but any discount payable on your telephony services may reduce if this affects your Gold Status.
8. The discount will cease to apply at the end of the commitment period unless you have advised us that you wish to extend your commitment for a further period of 24 months.
9. For the avoidance of doubt this discount is not payable on any energy services or on any of our Value Mobile price plans after 1 April 2013.

## Landline Phone (including Internet Phone), Internet (including Mobile Broadband) and NGN

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

### 1. DEFINITIONS

- a) 'we' or 'us' means Utility Warehouse Limited trading as the Utility Warehouse.
- b) 'you' means the customer named on the application form for Utility Warehouse Services.
- c) 'Designated User' means any person(s) that you authorise as users of your Internet Service.
- d) 'Equipment' means the telephone adaptor, router and/or any other hardware provided by us in order to enable you to use the Services.
- e) 'Landline 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.
- 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.
- g) 'Service(s)' means either or both of the Landline 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.
- k) 'CPS' means Carrier Pre-Selection.
- l) 'PLR' means fixed line Phone Line Rental.
- m) 'NGN' means any non-geographic number.

### 2. COMMENCEMENT AND DURATION

This Agreement will commence on the date we make any Service(s) requested on your application form available to you (the 'Commencement Date') and 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 14 below. Where PLR 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 Landline Phone Service.

Where our Landline Phone service 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 charge which may be payable where we have provided you with any free Equipment. In the event that you are taking our PLR Service and our fixed line Internet Service and your PLR Service is cancelled for any reason, your fixed line Internet Service will be subject to an ongoing surcharge of £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 Tariff Guide.

Where NGN is being provided, the monthly line rental will commence on the date we inform you that the NGN is available for you to use.

### 3. THE SERVICES

- a) 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 are calling is connected. The Service(s) might be adversely affected by too many people trying to use the network at the same time.
  - deliver and install any Equipment (or provide any new Services) on the agreed date. Any date specified shall not be a term of this Agreement but an estimated date only and may be subject to a site survey. Wherever possible we will keep you informed of changes to any specified installation dates. We accept no responsibility for failure to meet any agreed delivery and/or installation dates.
- b) 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.
- c) It is your responsibility to obtain, maintain and use any equipment you may need, and ensure such equipment is approved for use on a public communications network, in order to enable us to provide the Services to you. You must only use equipment which is lawfully approved for connection. You must not use the Services for any improper or unlawful purpose. You must comply with any instructions we give you about the Services. These conditions also apply if you lend or give the Equipment to someone else.
- d) We cannot be responsible for any fraudulent or unauthorised calls made on your Service(s) or for the proper safeguarding or security of your Service(s).
- e) We may set a credit limit on the amount of call or data charges you may incur. As our billing system is not updated instantly when you make a call or use data, you may exceed the credit limit, but if this happens, you will still be liable for all call charges.
- f) 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 invoice previously paid to us by you, we may ask for a reasonable deposit to be used as security. We will be able, at any time, to use this deposit to pay off any charges you owe us unless you have informed us of reasonable grounds for disputing such charges, in which case we shall provide reasonable justification prior to making any such deductions.
- g) Where we have received a deposit pursuant to clauses 3(e) above, it will be returned to you on request once the period we have agreed to hold the deposit for has expired, provided that a satisfactory payment history has been established.

### 4. PHONE SERVICE

- a) If you have asked us to supply our 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 Carrier Pre-Selection ('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. Until CPS has been enabled all calls will route to whoever is currently providing your telephone service or to your line provider. 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, BT Basic customers, or on lines connected to most LLU networks.

- b) You may continue to receive a separate invoice from another telephone company for your line rental, network services and any calls not routed through us in future if you have chosen not to benefit from our PLR Service, or if your line(s) are subsequently transferred away from us.
- c) Once CPS has been provisioned on your phone number, then all calls made from that number will benefit from our low call charges (unless you choose to route them to another service provider by using the appropriate prefix, a Least Cost Routing ('LCR') device or by using LCR software on your PABX).
- d) PLR will automatically be provided to all new Phone customers where technically possible (excludes Cable Customers, customers with a BT Featureline, and may not be available to customers with an LLU line), and to customers who ask us to provide this Service subsequently. PLR customers benefit from lower line rental charges compared with BT's standard rates from the date the line(s) are transferred to us, but will no longer receive any of BT's business discount schemes. If you have not selected a Line Rental Care Package, then Standard Care will be provided.
- e) If your phone line is being transferred to our Main (LLU) network there will be an interruption to your Phone and/or fixed line Internet 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 on a like-for-like basis (where technically possible – we are unable to provide 'Customer Controlled Call Barring'), 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 on your application form, then these will be supplied in addition to those previously being supplied to you. We are unable to provide 'Customer Controlled Call Barring'.
- f) If you have applied for our PLR Service and you have a residential BT line, you will be charged at our standard PLR (and not residential) rate on that line.
- g) You must notify us directly if you have requested our PLR Service and subsequently decide you want your telephone calls routed to another service provider or network. In such circumstances, and whilst we continue to provide PLR to you without also routing your calls using CPS, the price we charge for your PLR Service 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 further requests to BT on your behalf to ensure CPS has been correctly implemented in accordance with your instructions to us.
- h) If we are providing our PLR Service, then in the unlikely event that things go wrong with the line, we will use reasonable efforts during normal working hours to rectify such faults (provided that the fault has arisen from normal and proper use of the Equipment and Services) and in accordance with the line rental care package you have chosen. This may require a BT engineer to visit your premises, 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 premises' 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 12(b) below. Where there is a network fault on any lines that we provide to you on the BT Network, we will use BT engineers to repair the fault within the

timescales of your selected maintenance package.

You agree to pay any charges we incur for the repair of any faults affecting your lines arising from your equipment or resulting from your negligence. In the event of a delay in repairing any network fault, our liability to you is limited to any compensation we may receive from BT in respect of that delay.

- i) If you are using our PLR Service and require an additional phone line(s), installation and/or connection charges may apply. If you request that we install a new line in order to use our Phone Service and we provide a new line which is connected to an exchange on our Main (LLU) network, or if you apply for both our Phone and fixed line Internet Services and your phone line is connected to an exchange on our Main (LLU) network, then:
  - you may be unable to use another company to supply you with a broadband service whilst retaining your line rental with us, or vice versa;
  - you may be unable to transfer your line, or have your calls routed, to another supplier of landline telephony services;
  - you will need to advise us which (if any) specific Select Services you require on this line; and
  - you will not be able to apply for any enhanced Line Rental Care Packages, and Standard Care will automatically be provided.
 New line(s) provided are subject to a minimum contract term of 12 months from the installation date, and an early termination fee equal to the monthly line rental charges up to the expiry of the contract applies if your Service is cancelled within the minimum contract term.
- j) It is your responsibility to ensure that you remove any LCR device or LCR software programmed on your PABX. We cannot under any circumstances accept responsibility for any contracted charges payable by you to BT or other existing line provider resulting from the transfer of your telephony service(s) to us.
- k) You can only add a single Call Bundle per telephone number (CL) although you can have multiple Call Bundles on your account; Call Bundle minutes are specific to the CL they are applied to and cannot be shared across other CLs on the account. We reserve the right to restrict the total number of Call Bundles for technical reasons if necessary. All calls outside, or in excess of, an inclusive call bundle will be charged at the standard Phone tariff.
- l) Our Call Bundles include calls to UK numbers (beginning 01, 02, 03) and UK mobiles (beginning 07) – the duration of each of these calls is rounded up to the next whole minute and deducted from your allowance; any inclusive minutes remaining at the end of the month are lost.
- m) All calls (except free calls) are subject to a call set up charge as shown in our Tariff Guide. Free calls (eg. free member to member calls) are in addition to any Call Bundles and are subject to a maximum duration of 75 minutes per call. Any excess over this limit will be charged in accordance with our published tariff.
- n) You can ask us to change the inclusive Call Bundle relating to any telephone number at any time. Such change(s) will take effect from the start of the following calendar month.
- o) 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.
- p) If you have ordered our Internet Phone service, the connection charge of £50 for each adaptor will be shown on your first monthly invoice. If you have ordered two Internet Phone lines on an adaptor, then you will benefit from free connection on the second line. If your broadband 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 monthly line rental charge of £2 for each Internet Phone line will be increased by an extra £2 per month if we are not providing you with both our PLR Service and our fixed line Internet Service on the same account. Value Calling Features are not available on Internet Phone lines, nor can

they be used with PDQ or fax machines. An alternative Voicemail service is available upon request.

- q) In calculating total call spend for entitlement to any Volume Discount on our Phone tariff (including Internet Phone Lines), calls to premium rate numbers (eg. 09XXX), directory enquiry services and the Speaking Clock are excluded, and Volume Discounts are not applied to any calls of this type.
  - r) 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.
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 Phone line rental. If you have applied for both our Phone and fixed line Internet services and we discover whilst processing your application that we are unable to take over your line rental (so you will not be able to take advantage of our internet service), then we will still connect you to our Phone service using CPS where technically possible so that you can benefit from our cheaper call prices.
  - 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) Our fixed line Internet Service is not available to Cable Customers, to customers with a multi-line or ISDN phone line, to customers with a BT line with an alarm system such as ABC Redcare, and may not be available if your phone line is currently on a network other than BT's.
  - e) Upon request, we will provide you with one free Wireless Router for each fixed line Internet Service you have requested. If you are transferring an existing broadband service to us from another supplier, we will not normally provide a free Wireless Router unless you have advised us that you are no longer able to use your existing equipment. Each Wireless Router is subject to a £5.99 postage & packing charge (which will be shown on your next invoice), and is supplied with one free filter; additional filters, if requested, will be charged at £5 each. You may purchase up to five USB adaptors per fixed line Internet Service that you take from us for use with your PCs; USB adaptors are charged at £15 each. You are responsible for providing a suitable PC and any other items of hardware or communications equipment necessary to enable you to access the Service. Any equipment requested by you, and not eligible to be supplied free, will be charged on your next monthly invoice.
  - f) 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 (+£5.99 postage and packing). Any warranty replacements provided are guaranteed for the balance of the original warranty period of the initial Wireless Router that we supplied to you.
  - g) Where we connect you to our Standard Broadband service on our Main (LLU) network you may experience an interruption to your phone and/or broadband service which typically lasts up to an hour on the date your line is connected.
  - h) If you already have broadband from another provider, then you may need to obtain a Migration Authorisation Code (MAC) from them before we can provide our fixed line Internet Service to you.
  - i) We are unable to guarantee that the Service will be available fault-free. If a fault occurs you should report the fault by

telephone, e-mail or in writing to our Technical Support team.

- j) The provision of ADSL on a fixed telephone line in order to use our Internet Service is subject to availability. If we cannot provide our Internet Service on your line we will notify you as soon as possible. Our fixed line Internet Services are designed for normal business usage; use of them for 'peer to peer' is prohibited. We may impose such restrictions on your use of our fixed line Internet Service as we may feel are appropriate at our sole discretion. 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.
  - k) The actual speed you will experience on your fixed line Internet Service is dependent upon whether you are on our Main (LLU) network or our Extended (BT) network, the distance of your premises from the exchange and a variety of other factors which are outside our control. Subject to clause (j) above, we will always provide the best speed available for your line up to the maximum download speed applicable to the Internet Service you have chosen. The theoretical maximum speed quoted of 'up to 16Meg' on our standard fixed line Broadband service is only available to approximately 90% of the population.
  - l) You agree not to publish any information, software or other content using our Internet Service which violates or infringes upon the rights of any others or which we consider to be offensive, abusive, indecent, defamatory, obscene or otherwise unlawful.
  - m) 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 fixed line Internet Service may place online at any time at our sole discretion.
  - n) 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.
  - o) We do not generally monitor the content of information sent and received using our fixed line Internet Service, however we reserve the right to do so if we consider it to be necessary.
  - p) 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 invoiced 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.
  - q) If the broadband service we are providing has a limit on the amount of data you can use free of charge each month (uploading and downloading), and you exceed that limit, then you will be charged for any excess data in accordance with our current published tariff; any such chargeable data is payable monthly in arrears.
  - r) 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](http://www.utilitywarehouse.co.uk).
6. REGISTRATION FOR INTERNET SERVICE
- a) In order to register for our fixed line 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 fixed line 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 fixed line 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 fixed line 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 fixed line 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 Technical Support team. Subject to satisfying the security checks in operation, you will be given a new password to enable you to use the fixed line 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 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 PLR 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 Phone Service and Internet Service on that line.
  - 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 Broadband 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 premises 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 period that you are in contract, subject to a maximum of £150.
  - n) If you are moving premises and wish to retain your Broadband Ultra Service, you will only be able to do so if the local BT exchange at your new premises has been upgraded. You will be required to pay an installation fee relating to your new premises. 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 premises, 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 free 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. 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 £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 not included, and can be expensive. Customers are advised to restrict overseas access to essential use only.
- 9. NGN SERVICE**
- a) Upon receipt of a telephone call addressed to the NGN 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.
  - b) We may withdraw any NGN from you on 30 days' notice if it has not been used during a period of ninety consecutive days.
  - c) You will give us not less than 30 days' written notice prior to television or other mass market advertising of the NGN 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.
  - d) Gold and Silver NGN set up charges are refundable on the first anniversary provided the total number of minutes generated during the first 12 months since the number was allocated to you has exceeded 600,000 (Gold) and 360,000 (Silver).
  - e) We accept no responsibility for any costs or losses incurred due to any errors in issuing NGN(s). You are therefore strongly advised to fully test all new non-geographic number(s) and until you have done so successfully if you use the number in advertising, on stationery or give the number to anybody, it is done entirely at your own risk.
  - f) In the event you request us to provide additional routing features or any other Services in addition to our standard NGN service, we will endeavour 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 NGN allocated to you in order to provide the additional features or Services you have requested.

#### 10. ACCESS TO PREMISES

You will ensure that we (or our representatives) have access to the premises where any relevant Equipment is sited or as necessary to enable us to arrange for any new line(s) requested by you to be connected to our chosen network, and provide any reasonable assistance we request. All work carried out at your premises is chargeable in accordance with our then current price list. Please note that:

- we normally carry out work by appointment and during normal working hours. Occasionally we may ask to work at other times to ensure we provide the best possible service. You are not obliged to provide access outside normal working hours if you do not wish to do so;
- if you request that we work outside normal working hours we may charge you a reasonable rate for any work we agree to carry out following any such request;
- if we, or our representatives, are unable to gain access to your premises for a pre-arranged appointment, you will be liable for a missed appointment charge.

#### 11. PAYMENT

- a) Our Tariff Guide, and website contain details of the different Services available and the charges associated with using them; further details on all our other charges are available on request. Our charges may change from time to time and we shall write to you with details of any changes, or notify you of such changes with your monthly invoice.
- b) You must pay us the monthly line rental (or other periodic) charges, any set-up or connection fee (as applicable), the call charges (including, for the avoidance of doubt, reverse charge calls) (invoiced after the calls are made) and any other charges in respect of the Services provided to you or someone else using the Equipment without right to set-off. All these fees and charges must be paid by you within 14 days of the date of any invoice. By completing our direct debit form you agree to pay charges in connection with the Services by direct debit and authorise us to deduct each month sufficient funds from your nominated bank or building society account to pay for the Services requested and/or used by you each month. 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.
- c) Monthly line rental (or other fixed periodic charges) will be invoiced in advance or in arrears at our sole discretion, as advised to you from time to time; call charges are billed monthly in arrears.
- d) All calls are charged in accordance with our published tariffs. Minimum call charges and set-up charges do not apply to free or fixed price calls.
- e) We strongly recommend that you pay your invoice by direct debit, in order to ensure you do not experience any disruption to the Services due to our not having received payment by the due date. If we agree to accept payment by another method, we will charge an administration fee of 10% of the total value of each invoice until such time as a valid direct debit is in place.
- f) If you owe us money and this is not paid when it should have been paid, a late payment surcharge of 1% of the balance outstanding on your account will be added to your next monthly invoice. 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.
- g) We reserve the right to charge you for all costs incurred as a result of carrying out maintenance or repair work which in our reasonable opinion is a result of you not using the Equipment in accordance with the manufacturers or our instructions or is as a result of damage or abuse by you, or where your equipment requires reprogramming other than as a result of negligence by us.
- h) VAT (where applicable) will be added to all our charges.

#### 12. SUSPENSION OF THE SERVICES

- a) At our sole discretion, we can suspend or disconnect the provision of the Services immediately without telling you and without notice if:
    - we believe the Equipment and/or Services 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;
    - we have reason to believe that you are using the Service(s) in breach of our Traffic Management Policy as published on our Website;
    - you fail to pay any of our proper 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 Equipment and/or Services is taking place;
    - we have reason to believe that any amount due from you may not be paid;
    - 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 we are notified that your instruction 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;
    - any invoice we send you has not been paid in full within 14 days of issue;
    - you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks;
    - 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 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; or
    - they are being tested, modified or maintained; or
    - access is denied to usyou 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. For your 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.

#### 13. 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 of more than 10% to the amount we are charging you), we will give you at least 14 days prior notice in writing (which may be

included with your monthly invoice); in such circumstances, and 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.

Continued use by you of the Service beyond the 14 days' notice shall constitute acceptance by you of the price change. In all other circumstances, you will be notified of any price changes with your next monthly invoice.

- b) We reserve the right to make changes to these terms and conditions from time to time and/or to introduce new terms from time to time if there are changes to the law or amendments to the terms and conditions upon which we are able to obtain services from the networks or carriers we are using or otherwise if we consider it necessary. If such a change materially adversely affects the Service, you may cancel the Service to which the change relates immediately.
- c) We may use whichever network(s) we consider appropriate to supply these Services to you, and may change the network(s) or carrier(s) we are using at any time and without notice provided this does not affect the price(s) we are charging you. As a result we may need to change your Phone number, NGN or any other number, or you may have to change your settings and/or password from time to time. We will let you know if this is going to affect the Services, and in such 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.
- d) We may discontinue or modify any aspect of the Service at any time, such modifications becoming effective immediately upon publication. Any material modification will be notified to you in writing. By continuing to use the Service following any such modification, you will be deemed to have accepted such modification.
- e) We may require you to change your Domain Names, URL or e-mail address and we may suspend the Service if we reasonably believe that any Domain Name, URL or e-mail address you are using is, or is likely to be, offensive, abusive, defamatory or obscene or otherwise in breach of any term of this Agreement.

#### 14. ENDING OF THIS AGREEMENT

- a) You may cancel any Services with immediate effect and without penalty by notifying us in writing and returning to us any Equipment we have provided to you undamaged, unmarked and in its original packaging 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 end this agreement immediately by writing to us if:
  - we do not do what we have to do under this agreement and fail to put it right within seven days of being asked in writing to do so; or
  - all of the Services are permanently no longer available to you.
- 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 Service; 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; or
  - you do not do what you have to do under this Agreement (eg. your failure to pay charges on the due date, or pay us a deposit we have requested in accordance with these terms) and do not put it right within seven 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.
  - we are directed to do so by any competent authority.
- 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 no longer be entitled to use the landline and/or NGN;
  - you will have to pay immediately all charges outstanding at disconnection including early termination fees in accordance with clause 16 below;
  - we will repay any deposit you have given us but only if you do not owe us any money. No interest will be payable by us in respect of the period during which we have held the deposit;
  - 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 through 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 incurred until the Service is actually transferred; and
  - if you are using our PLR 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).
  - there is a connection charge payable by us to BT in order to provide broadband services on any BT phone line. Where this has been paid by us and you subsequently cancel your fixed line Internet Service within the first twelve months, you will have to repay this connection charge to us (not exceeding £50), in addition to any early termination fee which may be payable.
  - you shall cease all use of the Internet Service 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 which you may have paid in advance.
- f) You must return any Equipment which we have supplied to you within 14 days of the date it was supplied to you (complete, undamaged and in its original packaging), if you wish to receive a full refund of the price which you paid (if any).

#### 15. INDEMNITY

- a) You warrant that:
  - your use of the Service 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; and
  - your use of the Service may only be for lawful purposes; and
  - you shall not use or authorise or permit anyone else to use the Service for any use that is prohibited by these Terms and Conditions; and
  - you warrant that you are entitled to use any trademark or name that you are seeking to use in any Domain Name(s) uniform resource locator ("URL") or e-mail 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 (including any Designated User) of any of your obligations set out in these Terms and Conditions.

## 16. 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 on-line 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, or other pecuniary 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 12(b) above.
- c) We will be liable to you if our negligence causes death or personal injury. For customers using our PLR Service only, we also accept responsibility for loss or damage to your physical property arising from our negligence subject to a maximum of £5,000 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) There may be occasions when we are unable to provide the Services, or the downstream and/or upstream bandwidth available to you on our Internet Service 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 carrier or network then we will not be responsible for that carrier's charges.
- f) In the event that a line which we have made available to you for any Service(s), whether through transfer, migration or new line installation, has an alarm or any other monitoring system attached, we will not be responsible if that monitoring system should fail due to some technical fault, failure in the line or otherwise.
- 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 and network.
- h) To use our fixed line Broadband service, you will need to be running Windows 98 SE (or a later edition) on your PC, or MAC OS9 (or later). Our services will not work on earlier editions.
- i) 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.

## 17. MINIMUM CONTRACT TERM (as applicable)

- a) Directory Special Entries are subject to a minimum twelve month contract term and 30 days' notice thereafter. Select Services and Value Calling Features are not subject to a minimum contract term; however, once cancelled, a Select Service cannot be reconnected within 60 days of disconnection. Call Bundles are subject to 30 days' notice which can be given at any time. Call Bundle charges and inclusive minutes are pro-rated during the first and last month.
- b) Silver and Gold NGNs are subject to a minimum contract term of 12 months. An early termination fee will be payable if you cancel a Silver or Gold NGN for any reason before the minimum contract term has been completed and will be equal to the monthly rental that would have been payable during the remainder of the contract period.

- c) If you move premises and ask us to supply our 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.

## 18. 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.

## 19. MISCELLANEOUS

- a) If requested by you at the time of application (or subsequently), we will register your Phone telephone number(s) with the Telephone Preference Service so you do not receive telemarketing calls at your premises. 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 your equipment, the identity of your telephone number(s) may be sent through the networks so as to be identified to the phone being called. It may be used 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 you are not taking advantage of our PLR Service, it is your responsibility to ask BT to cancel any chargeable discount or minimum call commitment options which you no longer require, in order to further reduce your BT invoice.
- d) In the event that at any time a Line Provider (eg. BT) suspends or terminates telephony service to you, we shall have no obligation to notify you nor to continue to provide the Services in relation to that line. We may at our sole discretion change the carrier(s) being used to route your call traffic at any time and without notice.
- e) We provide our Services in good faith based on the information you give us (including the supply address). In the event that you move premises without informing us, you will remain liable for all charges associated with any Services being provided to that address until we have been properly notified that you are no longer occupying those premises. 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.

- f) If unlimited free calls to other Club members on our Phone Service and Internet Phone service are being used 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.
- g) In the event you wish to move any NGN 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 which must be paid by you before we will transfer each number. Silver and Gold NGNs are not transferable.
- h) Any phone number(s), or NGN(s) issued by us (as applicable) do not belong to you. We may change any of these at any time.
- i) There is a special helpline 0344 815 0040 for technical support; calls to this number are charged at 5p per minute from a standard BT landline. The cost of calling this number from other networks may vary. The helpline is open Monday - Friday, 8am - 8pm (excluding bank holidays) and Saturday, 9am - 4.30pm. Please note that we can only provide technical support relating to our broadband services (including any line faults which affect your 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.
- j) 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.
- k) We operate a Code of Practice in accordance with Ofcom requirements covering the provision of fixed-line telephony services to business customers. Free copies are available by calling our Customer Service team.
- l) Additional miscellaneous terms which apply to all customers are set at the end of this document.

## Mobile

These Terms and Conditions constitute an Agreement ('Agreement') between you, the end user, and Utility Warehouse Limited trading as 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 Utility Warehouse Limited trading as the Utility Warehouse.
- b) 'you' means the customer named on the application form 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) 'Services' 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 your 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 on the application form 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 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 advised to you.

The monthly line rental and any other fixed monthly charges 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 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, text messages or data, 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 smartphone application from iTunes App Store or Android market.

### 3. THE SERVICES

- a) We will use reasonable efforts to:
  - make the Services available but owing to the nature of communication networks it is impossible to provide a fault free service; the quality and coverage of the Services depends on both the communication network to which you are connected and also on other communication networks to which the person you are calling is connected. The Services 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. Any coverage maps are our best estimate but not a guarantee of service coverage which may vary from place to place.
  - deliver any Equipment (or provide any new Services) on the agreed date. Any date specified shall not be a term of this agreement but an estimated date only. We accept no responsibility for failure to meet any agreed delivery.
- 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 Services 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 and/or receiving a call will be significantly higher than in the UK.

For your protection, our mobile phones are supplied with an International and Roaming Bar. If you ask us to lift these and you remain on a pay monthly tariff and not on a budget control tariff, you will be deemed to have agreed to opt out of any EU and Ofcom Roaming Regulations. This means that while we will use our best endeavours to send you a text when we become aware that your spend on roamed data has reached £43, you will be liable for the entire cost of all the roamed data which you use. We also reserve the right to set a credit limit on the value of any calls, texts messages and/or data charges that you incur whilst roaming at our sole discretion.

- 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 on 0344 815 0506. We may agree to make these facilities available after making credit checks and we may ask you to pay a reasonable non-interest bearing 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 invoiced 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. If you have requested a Data 'add-on', the monthly allowance for that 'add-on' will be pro-rated during any month in respect of which you are not being charged for a full calendar months usage.
- 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 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) We may set a credit limit on the value of the calls, 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 the credit limit, but if this happens, you will still be liable for all charges.
- i) Mobile fair usage policy  
Our mobile service is subject to a fair usage policy in the UK and whilst roaming. Under certain circumstances this may result in:
  - A mobile service being temporarily suspended in the UK or whilst roaming.
  - Limiting the amount of mobile data which may be used whilst roaming.
  - Additional surcharges for use of a mobile service in the UK or whilst roaming.



- For full details of our policy please visit [www.utilitywarehouse.co.uk/help/mobile/answer/fair-use-policy](http://www.utilitywarehouse.co.uk/help/mobile/answer/fair-use-policy)
- If 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 invoice previously paid to us by you, we may ask for a reasonable deposit to be used as security. We will be able, at any time, to use this deposit to pay off any charges you owe us unless you have informed us of reasonable grounds for disputing such charges, in which case we shall provide reasonable justification prior to making any such deductions.
- j) Our Mobile Service(s) are intended for everyday business use. 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 improper use of the Service, 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 duration of 75 minutes for any individual call, after which a charge of 2p per minute will apply to any excess.
- k) If you have selected our ValueMax, ValueMax+ or ValuePrime tariff, then any calls made to calling card, conferencing, or other access platforms and gateways are restricted to a maximum of 1,000 minutes per month in aggregate; any usage in excess of this limit will be charged at a rate of 5p per minute.
- 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 if we are unable to verify their identity; we reserve the right to require a deposit or 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 business 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 on our website. 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) Where we have received a deposit pursuant to clauses 3(c), 3(f), or 3(m) above, or 4(e) below, it will be returned to you on request once the period we have agreed to hold the deposit for has expired, provided that a satisfactory payment history has been established.
- s) 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. 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.
- t) Please note that the charges for the Services contained in your monthly invoice 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.
- u) We will not charge you for switching between our current Value price plans but you may only do so once in any six month period.
4. PAYMENT
- a) You must pay to 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 without right to set-off. 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 Services by Direct Debit and authorise us to deduct each month sufficient funds from your nominated bank or building society account to pay for the Services requested and/or used by you each month.
- b) The types of charges most frequently incurred when using the Services are published in our Tariff Guide; details on all our other charges are available on request. Our charges may change from time to time and we shall write to you with details of any changes, or notify you of such changes with your monthly invoice.
- c) We strongly recommend that you pay your invoice by Direct Debit, in order to ensure you do not experience any disruption to the Services due to our not having received payment by the due date. If we agree to accept payment by another method, we will charge an administration fee of 10% of the total value of each invoice until such time as a valid Direct Debit is in place.
- d) If you owe us money and this is not paid when it should have been paid, a late payment surcharge of 1% of the balance outstanding on your account will be added to your next monthly invoice. 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.
- e) To protect both our customers and ourselves from fraud and/or unauthorised use of our Services, all mobile services will be supplied with an initial credit limit of £50 of calls per month (£150 where we have validated credit card details). 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 increase this limit at our discretion and without notice. In the event that for any reason we have not received payment for any invoice by the due date, service from us may be suspended without notice. Notwithstanding any credit limit(s) imposed by us, the actual chargeable usage may exceed this amount; in such circumstances, the customer is responsible for paying for such usage in full.
- f) We reserve the right to charge you for all costs incurred as a result of carrying out maintenance or repair work which in our reasonable opinion is a result of you not using the Equipment in accordance with the manufacturers or our instructions or is as a result of damage or abuse by you, or where you

equipment requires reprogramming other than as a result of negligence by us.

- g) All calls are charged in accordance with the price plan you have chosen. Minimum call charges and set-up charges do not apply to free or fixed price calls.
- h) 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.

#### 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 is not 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 Services immediately without telling you and without notice if:
  - we believe the Equipment and/or Services 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 proper charges when due (unless we have agreed to waive or accept late payment thereof) or commit a 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 and/or Services 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 we are notified that your instruction 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;
  - any invoice we send you has not been paid in full within 14 days of issue;
  - 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 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; or
  - 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 AND TERMS

- a) 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.
- b) We reserve the right to make changes to these terms and conditions from time to time and/or to introduce new terms from time to time if there are changes to the law or amendments to the terms and conditions upon which we are able to obtain services from the networks or carriers we are using or otherwise if we consider it necessary.
- c) It is unlikely, but we may need to change your 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 the Services, and in such 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.

#### 8. ENDING OF THIS AGREEMENT

- a) You may cancel any Services with immediate effect and without penalty by notifying us in writing and returning to us any Equipment we have provided to you undamaged, unmarked and in its original packaging 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 end this agreement immediately by writing to us if:

- we do not do what we have to do under this agreement and fail to put it right within seven days of being asked in writing to do so; or
  - all of the Services are permanently no longer available to you.
- 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
  - 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; or
  - you do not do what you have to do under this agreement (eg. your failure to pay charges on the due date, or pay us a deposit we have requested in accordance with these terms) and do not put it right within seven 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 no longer be entitled to use mobile phone number;
  - you will have to pay immediately all charges outstanding at disconnection including early termination fees in accordance with clause 10 below;
  - we will repay any deposit you have given us but only if you do not owe us any money. No interest will be payable by us in respect of the period during which we have held the deposit;
  - 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 incurred 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 the Services 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
- a) We will be liable to you if our negligence causes death or personal injury. We will not, in any circumstances, 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.
- b) 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.
10. MINIMUM CONTRACT TERM (as 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 will be payable if, before the expiry of the minimum contract term:
- the service is disconnected for any reason (except where by doing so we have committed a breach of our obligations under this Agreement); or
  - you ask us to port your number to an alternative provider; or
  - you lose the handset we have provided to you and choose not to replace it; or
  - you wish to upgrade to a different handset.
- Where a free mobile handset has been provided by us, the early termination fee 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 applicable to the mobile phone we supplied to you (as shown in the relevant mobile handset guide on that date).
- b) 'SIM only' connections on Mobile are subject to 30 days' notice of termination by you, which can be given at any time.
- c) Handsets can only be upgraded within any minimum contract term by paying the applicable early termination fee.
- d) If your Mobile handset 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 monthly handset contribution associated with your chosen handset which was applicable on the date we supplied your handset, until the end of your minimum contract term, in addition to the monthly charge for your chosen price plan.
- e) Where you have received a new mobile phone from us, then once the initial minimum contract term has been completed, and provided you continue using the same handset, your monthly payments will be automatically reduced by the cost of your monthly handset charge, to the cost of your underlying price plan; for the avoidance of doubt there will be no change to the cost of any optional add-ons we are providing to you.
11. MISCELLANEOUS
- a) 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 your equipment, the identity of your telephone number(s) 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) 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.
- d) In the event you wish to move the mobile telephone 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 reserve the right to charge an administration fee of £20 (inclusive of VAT) to produce a porting authorisation code (PAC). We may require this to be paid by you together with any early termination fees before we will transfer the number. 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.
- 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) 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.
- g) Additional miscellaneous terms which apply to all customers are set out at the end of this document.

## Energy

### 1. DEFINITIONS

- a) 'We', 'we' or 'us' means Electricity Plus Supply Limited and/or Gas Plus Supply Limited acting through its management service provider Utility Warehouse Limited trading as the Utility Warehouse and 'our' shall be construed accordingly.
- b) 'You' or 'you' means the customer named on the application (whether on paper, online or verbally via either our customer services or sales teams) for Energy and 'your' shall be construed accordingly.
- c) 'Connection Point' means the location(s) at your Property where the gas or electricity supply networks (as applicable) are connected to your meter(s).
- d) 'Energy' means electricity or gas or both.
- e) 'Tariff' means our published prices for the Energy tariff we are providing to you from time to time; the prices for each Tariff will be affected by any change in payment method.
- f) Any references to National Grid Gas (previously Transco) shall be deemed to include the appropriate Independent gas transporter if applicable.
- g) 'Distributor' means, in respect of each Property, the electricity distributor that owns or operates the network which connects to the Connection Point at that address.
- h) OFGEM means the body known as the Office of Gas and Electricity Markets.
- i) 'Property' means any address at which Energy is supplied to you pursuant to this Agreement.
- j) 'Equipment' means the meter and any related equipment for measuring and providing information on the Energy you use.
- k) 'Working Day' means any day other than (a) a Saturday or Sunday and (b) any day on which banks located in England are closed for the conduct of regular banking business.

### 2. PARTIES

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

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

In entering into this Agreement you confirm that you are using your Energy wholly or mainly for non-domestic purposes. Utility Warehouse Limited 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 Utility Warehouse Limited, and by entering into this Agreement you accept that Utility Warehouse Limited 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 that you agree to the terms that we offer you (whether by accepting such terms verbally, or applying for your Energy online) or, if none of these apply, on the date that you start to receive Energy from us at your Property, and will continue thereafter until it is terminated in accordance with its provisions.
- b) You agree to read your meter(s) on the supply start date(s) and to notify us of the meter reading(s). If you do not do so, then you will have to pay our charges based upon an estimated reading.
- c) If we are taking over your Energy from another supplier, we are required to complete the transfer within 21 days from either 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 current 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) something happens to prevent us from completing the transfer which is outside 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 (for gas), and/or to your local distribution network (for electricity).
- b) We can only supply electricity to customers whose electricity meters are profile 01, 02, 03 or 04. We can supply gas to customers whose gas meter type is U6 or U16, and where the metering frequency is greater than monthly. If any other type of supply is transferred to us in error, or if your meter type or metering frequency subsequently changes, we reserve the right to increase the price you pay for your energy to reflect any increase in our own costs. When you switch to our service, you will be connected automatically to the tariff which is appropriate to your type of premises, meter profile and usage.
- c) For the duration of this Agreement we will continue to supply Energy to your Property unless there is a fault on the distribution system in your area, in which event we will not be liable for any loss or damage incurred due to such interruption. We will however pass on to you any sums which we may receive from the local Distributor or National Grid Gas relating to your Property as a result of any breach by them of any guaranteed standards of service imposed by their OFGEM licenses.
- d) The meter(s) measuring consumption of Energy at the Property are conclusive evidence of the amount of Energy consumed at the Property unless either or both of us think that consumption is being measured incorrectly and require independent examination of the electricity and/or gas meter(s) at the Property. If the electricity and/or gas meter(s) have stopped or for any other reason no reading of consumption of Energy at the Property will ever be possible for the period, we may base our invoice on our reasonable assumption of your consumption of Energy taking into account previous or subsequent consumption levels recorded at the Property. If you dispute the accuracy of the metering equipment and request we carry out accuracy tests, then if the relevant metering equipment is found to be within the acceptable limits of error as prescribed by the industry agreements that we operate, you will bear the cost of the test; if the meter is found to be faulty then we will bear those costs, along with that of replacing or recalibrating the meter.
- e) You must allow access to any of our authorised employees or agents to read, repair, certify or change the electricity or gas meter(s), to inspect any Equipment or to carry out any of our statutory duties or powers arising out of or reasonably incidental to this Agreement. We will normally give you reasonable notice (with the exception of meter readings) but need not do so if there is danger or an emergency or we suspect there may be an offence being committed (including theft) in relation to the supply of Energy or Equipment. If it is reasonable, our rights under this clause shall continue even after this Agreement has expired or been terminated until a new supplier of electricity and/or gas respectively is registered. If you do not allow us access, you will be liable to us for any costs or losses we incur, and your liability will not be limited under clause 8. You must not tamper with any of the Equipment and you must take reasonable steps to ensure that it is not damaged. We can also cut off your supply or enter your Property in an emergency.
- f) You must allow any relevant gas shipper and any relevant gas transporter full, free and safe access to the gas supply and measurement equipment where they require access for the exercise by them of their statutory and licence rights and obligations.
- g) 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.
- h) 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.

- i) If your current 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.
- j) Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms for Connection (NTC) and agree to keep its conditions. This will happen from the time you enter into this Agreement and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. If you want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU: phone 020 7706 5137, or see the website at [www.connectionterms.org.uk](http://www.connectionterms.org.uk)
- k) New customers requesting an Energy service from us must provide satisfactory proof of address. We reserve the right to perform a credit check on either the business entity and/or a director/owner via an external agency at our sole discretion and require a security deposit as security equivalent to the cost of three months' anticipated winter Energy consumption. Any such deposit is only repayable upon termination of this Agreement with us and following settlement in full of all charges incurred. Simple interest will accrue on deposits at the Barclays Bank base rate less 1%, and is payable annually in arrears on request.

## 5. PAYMENT AND CHARGES

- a) The price you will pay for the Energy we supply under this Agreement will be as set out in our Tariff at the time you apply for the Service(s), or as subsequently notified by us to you in writing. The price 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 are providing to you. All charges for supply activities are incorporated within the Tariff which forms part of this Agreement.
- b) We will send you a monthly invoice or statement in respect of the Energy supplied to your Property, except where a prepayment meter has been installed or we have agreed otherwise in writing with you. When we produce your invoice or statement we will use an actual meter reading if this is available (whether provided to us directly by you, or indirectly by a meter reading agent working on our behalf, or remotely from your Smart Meter), provided we do not consider any such reading to be erroneous; if no actual meter reading is available, then we will calculate a reasonable estimate of the Energy usage at your Property. You agree to pay the cost of your estimated or actual usage as applicable. If we have used an estimated reading, and you subsequently provide a meter reading to us that we reasonably consider accurately reflects the amount of Energy you have used, then we will use this in calculating your next invoice or statement. We or any person or company we authorise will read the meters from time to time.
- c) We may also charge you for our reasonable costs associated with:
  - (i) The disconnection and reconnection of your Energy supply;
  - (ii) Visits undertaken in respect of our statutory rights of entry;
  - (iii) Charges relating to removing, inspecting, re-installing, testing, installing a meter or changing the position of a meter; and
  - (iv) Charges in relation to providing a new connection.
- d) 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.

- e) If we owe you money on one of the Services we provide to you when we issue your monthly invoice or statement, we will offset the credit against the money you owe us on the other Services provided to you. If the total monthly invoice or statement shows a credit, this will be refunded to you only if you have ceased to be a customer of the Utility Warehouse (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 invoice or statement.
- f) Each invoice we produce is due for payment 48 hours after it has been dispatched to you, unless you are paying for your Energy using a prepayment meter(s). However, in order to avoid late payment charges, you must ensure we receive payment in full by the last Working Day of the month in which the invoice was produced. If you have a valid direct debit in place with us then we will not attempt to collect payment until the last Working Day of that month unless otherwise agreed between us.
- g) If we have not received a payment by the due date, a late payment charge of 1% of the balance outstanding on your account will be added to your next monthly invoice or statement. 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 any legal fees and/or agency charges. If we have not received payment by the due date (or your agreed direct debit collection date where we hold a valid direct debit), then provided that we have complied with all applicable statutory obligations, and without prejudice to any other remedies we may have, we may also stop your supply, require a security deposit as security, and/or install prepayment meter(s) at your Property. The cost of Energy supplied to customers with a prepayment meter may be at higher prices than those charged to customers using alternative payment methods.
- h) All our charges are subject to any applicable UK taxes and duties (including VAT and Climate Change Levy) which are payable on the supply at the prevailing rates.

## 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; or
  - the end of the second working day after you inform us of your departure.
- b) You may terminate this agreement at any time by giving 28 days' notice in writing. We may ask you for a meter reading when you terminate this Agreement. If you do not supply us with an accurate meter reading at that time, you may have to pay the difference between the meter reading upon which we based the final invoice or estimated final invoice and the next meter reading we are supplied for the Property. You may also have to pay a termination fee if it applies to your Agreement and Tariff.
- c) If you want to transfer your Energy supply to a new supplier, we can prevent this transfer if:
  - (i) you tell us that you have not entered into a contract with another supplier and you want to prevent the transfer; or
  - (ii) there is an overdue amount on your account that is not in valid dispute; or
  - (iii) your proposed new supplier agrees that the transfer was a mistake; or
  - (iv) where you have more than one meter for any type of Energy, your proposed new supplier does not apply to transfer all such related meters at the Property on the same day.

We will take all reasonable steps to send you your final invoice within six weeks of the transfer to your new supplier being completed.
- d) We may terminate this Agreement:
  - (i) if you commit a serious breach of the Agreement

(including refusal to pay or late payment or you have not complied with our request to provide a reasonable security deposit), in which case we may take all lawful steps to discontinue the supply of Gas and/or Electricity; or

- (ii) if we lose our licence to supply you Energy, or
- (iii) if the supply is cut off because it is no longer needed.

- e) Except where you have notified us that you are vacating the Property, you will continue to be liable for payment for Energy used after the Agreement is terminated until a new supplier has taken over the Property and we have been advised that transfer has occurred. We reserve the right to apply a reasonable surcharge in such circumstances.
- f) Where this Agreement is for the supply of both electricity and gas and is terminated in respect of either form of Energy, all terms of this Agreement relating to the continuing supply of Energy shall remain in full force and effect.
- g) If 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 invoice received after termination within 14 days of receipt, then we reserve the right to charge interest on the amount outstanding at 5% above the Barclays Bank Base Rate from the date on which payment was due.

## 7. PREPAYMENT METERS

- a) If you have chosen to pay using a prepayment system, or if we have elected to install prepayment meter(s) in accordance with clause 5(g), then we will supply your Energy using prepayment meter(s) after installation in your Property; you will be charged for the relevant prepayment meter(s) to be installed. You will get your supply by putting your prepayment meter key, card or token into the prepayment meter(s). You will be responsible for keeping any prepayment meter keys, cards or tokens safe, and for making sure that they are charged. This means you must follow the instructions in the leaflet which comes with your new key, card or token. At no time will any prepayment meter key, card or token become your property. We can charge you for any visit to your Property you ask for which is due to any key or card not being charged sufficiently. You will also be responsible for any of our costs which are on top of the standard charges raised by the prepayment infrastructure provider.
- b) If you lose or damage your card we will debit your meter(s) with the cost of its replacement plus a small administration charge.
- c) If a meter is faulty so that you are unable to obtain Energy you may call the relevant emergency number and it will be rectified without charge. If the reason Energy was unobtainable was solely because your card had run out of credit we will debit your meter for any charges made to us resulting from your call (which may be substantial).

## 8. LIABILITY

- a) In respect of liability to the other for death or personal injury arising from negligence, each party's liability shall be unlimited. Subject to that and clause 8(b) and clause 8(d), each party shall only be liable to the other for losses which are a reasonably foreseeable consequence of the relevant breach by them of this Agreement. Our rights, duties and liabilities in respect of the supply of electricity and gas under this Agreement are several and mutually exclusive.
- b) We shall not be liable for any indirect, economic or consequential losses, damages, costs or loss of profit suffered of any kind however they might arise.
- c) Neither party shall be liable to the other (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 loss or damage (including consequential, direct or indirect losses) to your Property or contents howsoever arising, due to failure of the Energy supply, including loss or damage to any computers, computer data, refrigerator or freezer contents, burst pipes (or any resulting damage caused to carpets or other property). You should ensure that this is covered by an appropriate insurance policy.
- e) Subject to any contrary existing Agreement between you and the Distributor and/or any previous Energy supplier, the Distributor shall not be liable to you under this Agreement or otherwise for any loss or damage which (a) is beyond the reasonable control of the Distributor; or (b) is consequential or indirect or arises from or amounts to economic loss.
- f) If the electricity supply to the Property is wholly or mainly used for non-domestic purposes the Distributor will only be liable to you in accordance with the limitations in clause 8(e) and up to a maximum of £100,000 per calendar year. If the gas transporter and/or network operator causes any loss or damage to you, our liability to you will be limited to the amount we are entitled to recover from it on your behalf.
- g) Clauses 8(e) and 8(f) will continue to apply regardless of the termination of this Agreement. The ending of this Agreement will not affect any rights, remedies or obligations which may have come into being under this Agreement prior to that time.
- h) The Distributor shall be entitled and have the ability to enforce the provisions of clauses 8(e), 8(f) and 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 Utility Warehouse Limited and that Utility Warehouse Limited 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 Utility Warehouse Limited 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 licence to comply) that apply from time to time. The Distributor does not guarantee that the Distributor will deliver electricity to the Connection Point at all times nor that the electricity delivered will be free of brief variations in voltage or frequency.
- b) The Distributor may cut off the supply of electricity to the Customer's Connection Point where the Distributor is entitled to do so under general law, this Agreement or the electricity industry arrangements under which the Distributor operates.
- c) The Distributor reserves the right to amend any terms in this clause 10 to incorporate any changes that have been approved by OFGEM. Any such change will be announced in at least three daily newspapers and will take effect from the date stated in those announcements.
- d) The Distributor shall be entitled and have the ability to enforce the provisions of clause 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.
- e) You must report any gas leak immediately to the National Gas emergency service whose phone number is 0800 111 999. For electricity, the emergency telephone number can be found on your invoice or you can look in your local phone directory, under 'Electricity'.
- f) If we are given a direction under Section 2(1)(b) of the Energy Act 1976 which stops us supplying gas to certain people then we can stop or restrict your supply of gas, and you must keep to any instruction from us regarding your gas consumption.

- g) You must not interfere with our Energy supply to other customers.
- h) 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 details for these purposes and to our sharing your personal data with OFGEM as part of any government data-sharing initiative.
- i) 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.
- j) Should you need a new Energy supply to your Property please contact your local electricity distributor or local gas transporter for further details.
- k) Please see our website for our complaint handling and dispute resolution procedures and our service level standards.
- l) 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.
- m) We reserve the right to make changes to these terms from time to time and/or to introduce new terms from time to time if there are changes to the law or amendments to the terms and conditions upon which we are able to obtain services from our suppliers or in the event we believe it is necessary for us to do so. We will notify you of any such changes in writing.
- n) From time-to-time we may make Energy available on Fixed Price Contracts; additional terms apply to these, as published on our website.
- o) Additional miscellaneous terms which apply to all customers are set out at the end of this document.

## 11. CONTINUITY OF SUPPLY

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

- (i) something happens outside our reasonable control which prevents it;
- (ii) it is not reasonable in the circumstances for us to continue the supply, in which case we will give you at least seven days' notice;
- (iii) the Property is disconnected or cut off from the relevant gas transporter or electricity distributor's network;
- (iv) there is a danger to life or property;
- (v) the gas or electricity supply and measurement facilities for the Property are inadequate; or
- (vi) the relevant gas transporter or electricity distributor prevents or prohibits us supplying the Property.

## 12. COMPLAINTS

- a) Please see our website at [www.utilitywarehouse.co.uk](http://www.utilitywarehouse.co.uk) for our complaint handling and dispute resolution procedures and our service level standards.
- b) If you are not satisfied with any part of our Energy service, please call our Customer Service Team on 0844 815 0506 or email [businessclub@utilitywarehouse.co.uk](mailto:businessclub@utilitywarehouse.co.uk). We will assess your complaint and do all we reasonably can to resolve this situation to your satisfaction. If you are still not happy please ask to speak with a manager or write to our Customer Service Manager.
- c) If you are still not satisfied, you should write to our Member Resolution Team at Utility Warehouse, Network HQ, 508 Edgware Road, The Hyde, London NW9 5AB.
- d) It's easy to get free, independent advice so that you "Know your rights" as an Energy consumer. You might want to get a better deal, find out how to make a complaint, get advice about the quality of your Energy supply, or ask for help if you're struggling to pay your bills. To "Know your rights" visit [www.citizensadvice.org.uk/energy](http://www.citizensadvice.org.uk/energy) for up to date information or contact the Citizens Advice consumer service

on 03454 04 05 06. You can contact Citizens Advice at any stage of the complaints process.

- e) If your complaint remains unresolved after eight weeks you can contact the Ombudsman Services: Energy by calling 0330 440 1624 or through their website at [www.ombudsman-services.org/energy](http://www.ombudsman-services.org/energy). They offer a free, independent service for investigating complaints. Any decision made by the Ombudsman is binding on us.

## Miscellaneous Terms and Conditions in respect of any service(s) being supplied to you

1. We reserve the right to transfer this agreement to any third party at any time whereas you may not transfer this agreement 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 or by telephone. Any Services provided by us pursuant to such a request will be subject to our standard terms and conditions in exactly the same way as if you had signed a new application form requesting the service(s).
3. If the amount of money in your bank or building society account which covers your direct debit is not enough to meet your monthly payment, or if you cancel your direct debit or change to a new bank without notifying us, so that we have to send you a reminder or make another request for payment, we will make an additional administration charge of £15 which we will add to your next monthly invoice or statement.
4. Failure by either of us to enforce our rights under this agreement shall not prevent the other from taking further action. If either party waives a breach of 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.
5. We reserve the right to change our prices or introduce new charges from time to time. Wherever possible we will give you reasonable notice and/or the right to cancel. We reserve the right to waive any published charges or fees at our sole discretion.
6. We will always send important notices to you relating to our Services in writing, which may be printed on your monthly invoice. If notices are sent by post, they shall be deemed to have arrived at their destination 48 hours after posting. You may send notices to us by post, by telephone, by email or by fax.
7. If you telephone us, or if we telephone you, your call may be monitored or recorded.
8. This document, together with our marketing literature and Tariff Guide, 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 this terms and conditions booklet 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 Utility Warehouse Limited 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.
9. 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.
10. 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.
11. Whilst we use all reasonable care to protect our customer's data, we do not accept any liability for any losses incurred by customers caused by third parties who have gained illegal access to the data we are holding where such loss of data has been caused by circumstances outside our reasonable control.
12. You agree to follow any reasonable instructions that we may give you about the Services. This includes giving us access to your premises.
13. You agree to look after any of our Equipment in your premises and follow any reasonable instructions that we may give you about the Services, including giving us access to your premises. If you have not done so, and the Equipment is damaged, you will have to pay us for any repair or replacement.
14. Except as expressly set out in this Agreement, any Equipment which we have supplied to you free of charge under this Agreement remains our property at all times, or, in the case of the meter and any related Equipment provided by us to you for the purposes of providing Energy services, the property of third parties. If for any reason you fail to return any of these items to us upon termination of the service for which that equipment had been provided, you will have to pay us the cost of replacing such items at the following rates: SIM Cards £5; Filters £5; Fixed Routers £15; ATA boxes for Internet Phone £35. Mobile Phone handsets do not need to be returned to us provided that you have paid the applicable monthly standing charge for the duration of the minimum contract term, or paid any early termination fee due, and there are no amounts overdue on your account with us.
15. 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.
16. The Company or business named on the application form is the customer and legally responsible for all aspects of the agreement, including payment of all liabilities and costs incurred. We will only take instructions from the named contact who has signed the application on behalf of the customer, or someone else who we have reasonable grounds to believe is acting with your permission or authority, and in such circumstances we will not be liable for any resulting loss, damage or inconvenience. By supplying a password or details of an additional named contact on the account to us at a later date, you are authorising us to disclose any information we hold relating to your Utility Warehouse account to the additional named contact or anyone using the agreed password, 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 contact. You warrant that the person signing the application form is an authorised signatory on any bank account whose details are provided to us for direct debit purposes. You may request that we send your monthly invoices and correspondence addressed jointly to both yourself and the additional named contact if required.
17. 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 either you, your additional named contact or agent have given to us at any time, irrespective of the original main purpose for which such details were provided or whether such card details are in the name of your company, the business or the name of the person who signed the application form. In the event that for any reason the Utility Warehouse does not receive payment for any invoice by the due date, all Services (excluding energy) supplied by the Utility Warehouse may be suspended or disconnected without notice. If a telephony service (Phone, Mobile, NGN or Internet Phone) is disconnected, you may permanently lose any message(s) that had been left for you on any remote answering service or greeting(s) you had recorded; reconnection charges may apply, and you may permanently lose the phone number which had previously been allocated to you.
18. 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 premises without informing us, 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 legally responsible for them. 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.

19. 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.
20. We reserve the right to request a security deposit from you prior to accepting your application for any of the services requested by you. 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 less 1%. Deposits will be held for a minimum of 12 months after which they will be repaid to you upon request (subject to a satisfactory payment history on your account) together with any accrued interest to which you may be entitled. 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.
21. 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.
22. Where a Service or tariff 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 these 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 or tariff to you.
23. We strongly recommend that you pay your invoices by direct debit in order to ensure you do not experience any disruption to the Services due to our not having received payment by the due date. If we agree to accept payment by another method, we will charge a fee of 10% of the total value of each invoice to cover administration and processing costs until such time as a valid direct debit is in place. Where a direct debit is unpaid due to insufficient funds or cancellation, a £15 administration charge will be included on your next monthly statement.
24. If you owe us money and this is not paid when it should have been paid, a late payment surcharge of 1% of the balance outstanding on your account will be added to your next monthly invoice. 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.
25. In the event that you are no longer a customer and there is a credit balance on your account after we have produced a final Bill for all your Services, then we will automatically pay this directly to your bank account unless you have cancelled your direct debit and we no longer hold your bank details on our system. Where we are unable to pay this money automatically,

and are unable to send you a cheque because you have not provided us with a forwarding address, then it is your responsibility to contact us to provide a new address to which we can send a cheque for any net credit due. We will not have to pay you this money back if 24 months have passed since your final Bill and you have not reclaimed any net credit due. However, in this event please contact us and even though you will no longer have a right to the money under this Agreement, we may still allow you to claim a repayment.

26. 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.
27. You may cancel any of the services applied for with immediate effect, and without penalty, by notifying us and returning to us any equipment we have provided to you within seven days of receiving our full standard terms and conditions. Unless you notify us that you have not received our full standard terms and conditions within three working days of starting to use any of our services, you shall be deemed to have received and accepted them.
28. This agreement is governed by the laws of England where the customer's address is located in England, Wales or Northern Ireland, and by Scottish law where the customer's address is located in Scotland.







Utility Warehouse Limited is a wholly-owned subsidiary of Telecom Plus Plc.  
Registered office: Network HQ, 508 Edgware Road, The Hyde, London NW9 5AB