

COVER SHEET – CLIENT DETAILS

First Name:	
Last Name:	
Household Address:	
Postcode:	
Date of Birth:	
Vulnerable Households (Y/N):	
Email:	
Contact Number:	
Preferred Communication Method (email, phone, post):	
Prices excluding VAT (5% VAT will be applied to the total charge)	

In the event of power cut, please contact your Distribution Network Operator as follows:

Electricity North West: 0800 195 4141

Signature for the Customer:

Signed:

Name:

Date:

1. About Us

We are **UC Energy**, a company registered in England and Wales. Our company registration number is 10972017 and our registered office is at Bright Building, Manchester Science Park, Pencroft Way, Manchester M15 6GZ. Our registered VAT number is 410370841.

In these Terms any reference to Us, We or Our refers to **UC Energy**.

How to contact Us

You can contact Us by:

- telephoning our customer service team at 0161 307 1311;
- email us at households@urbanchain.co.uk; or
- writing to us at **UC Energy**, Bright Building, Manchester Science Park, Pencroft Way, Manchester M15 6GZ.

2. Understanding these Terms

We will use the following words and phrases throughout these Terms. We have **highlighted** each use of the words below.

Account: means Your online account where We will record Your use of Energy, amount of money paid and amount owed.

Behind the Meter Usage: Energy used by You which has been generated by the Solar Equipment affixed to Your Property and it used by You.

Contract: means the agreement between Us and You for the supply of **Energy** to the **Property** incorporating these Terms.

Deemed Contract: means a **Contract** entered between a **Deemed Customer** and Us.

Deemed Customer: means a customer who is deemed to have accepted these Terms because they have started to use the **Energy** We supply to the **Property** without entering into the **Contract** with us.

Deposit: means a sum held by Us in accordance with these **Terms**.

Energy: the electricity being supplied to You by Us under the **Contract**.

Fixed-Term: a period of 12-months from the start of Your **Contract**.

Monthly Statement: means the statement sent to You by email which contains information on Your actual use of Energy, projected use of Energy and Account balance.

Network Operator: the company which is licensed to deliver electricity for the area where the **Property** is located.

OFGEM: The Office of Gas and Electricity Market – the organisation who regulates the energy market in Great Britain.

Personal Data: means any information which can be used to identify You including documents, information and data.

Pre-Payment Meter: means a meter that has to be topped-up in advance in order for the supply of **Energy** to be made.

Property: means the home We supply **Energy** to under the **Contract**.

Smart Meter: means a meter that can be communicated with and controlled remotely, for example to obtain meter readings.

Smart Energy System: means any devices, equipment, controls, consoles and cables necessary for or ancillary to the functioning of the Solar Equipment.

Solar Equipment: means the solar panels and fixings and any other equipment including, inverters, meters, monitoring equipment, fixings, associated works and cabling together with the conduits containing them placed upon and in the **Property** (and including all alterations, improvements, replacement, upgrades and additions made to them), and the **Smart Energy System**.

Solar Asset Agreement: means the agreement between You and [...] which manages the use of the **Solar Equipment**.

Commented [ST1]: To be defined based on the discussion with Rosendale Council

Statement of Renewal Terms: means the letter We will send You shortly before a **Fixed Term** period is due to end explaining that You need to consider Your options.

Terms: means these terms and conditions.

Vulnerable: means a person who has reached state pension age, is disable or is chronically sick.

Winter Months: means 1st October to 31st March.

Working Day: means a day that is not Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday.

3. Our Contract with You

The **Contract** is between You and Us for the supply of **Energy** to the **Property**.

We agree to supply You with **Energy** for domestic purposes only at Your **Property** for the period of Your **Contract** with Us. You are not allowed use the **Energy** We supply You for any commercial, business or re-sale purposes.

Where there is more than one person in this Contract, We will regard each of You as a customer. This means:

- all people named on the **Account** are responsible for all of the contract obligations together or individually; and

- We can claim money owed from either all or just one person.

If You would like to add someone to the **Contract** We can include that person but only if they give Us written permission to do so.

We can also remove someone from the **Contract** if those remaining on the **Contract** are able to continue fulfilling the obligations described in these **Terms**.

4. The Solar Equipment & the Energy Produced

Ownership of the **Solar Equipment** is subject to the **Solar Asset Agreement**. You must inform [...] immediately of any problems with the **Solar Equipment**.

The electrical charge generated by the **Solar Equipment** and/or any and all rights to access, abstract and/or use the electrical charge are the property of the [...].

Commented [ST2]: Based on the agreement with Rosendale Council, this paragraph might need to be removed or improved.

5. Your Promise

Before entering the **Contract** You:

- confirm that You are the tenant of the **Property** (or will be on the date You want the supply of Energy to start) or have responsibility for paying for **Energy** at the **Property**; and
- agree to:
 - pay the charges associated with Your **Energy** supply and tariff under this **Contract**; and
 - keep Your personal details (including current email address) accurate and up to date.

6. Starting the Contract

You can start a **Contract** and begin to receive Your Energy from Us by either:

- switching Your **Energy** supply to Us from another supplier; or
- becoming a **Deemed Customer**.

7. Switching to Us

The **Contract** between You and Us will start once We have received Your request to switch to Us and You have accepted these **Terms** either verbally or in writing.

We will do our best to switch Your **Energy** supply to us within 5 days of You asking to switch to us.

If there are problems switching Your supplier of **Energy** to Us, We will inform You of this and You will try to resolve this problem.

If we are unable to resolve the within 20 days, We will not contact Your existing **Energy** supplier again and Your **Contract** with Us will end.

8. Deemed Customers and Deemed Contracts

If You move into a **Property** that We supply **Energy** to (or the person who was responsible for **Energy** at the **Property** moves out making You responsible) You will become a **Deemed Customer**. A **Deemed Contract** will be started from the time You use **Energy** at the **Property**.

The **Deemed Contract** will continue until You agree a **Contract** with Us or You switch to a new supplier.

To allow Us to update our system and bill You accurately, You should inform immediately You become responsible for a **Property** that We already supply.

9. Cooling off period

When You enter into Your **Contract** with Us, You are entitled to a cooling off period. This means You to change Your mind and cancel Your **Contract**. The cooling offer period last for 14 calendar days from the day the **Contract** was entered.

If You want to cancel the **Contract** during the cooling offer period, You can do this by emailing us at households@urbanchain.co.uk. We will then terminate the **Contract** between us.

If You choose to cancel the **Contract** during the cooling off period, You will need to pay all charges from the date the **Contract** is entered until the date it is terminated.

10. Credit Checks

We will complete a credit check with CreditSafe Business Solutions Limited before entering the **Contract** with You.

Depending on Your circumstances We may choose to issue you with a **Pre-Payment Meter** or ask You to pay a **Deposit**.

11. Deposit

If We ask you to pay us a **Deposit** You must pay this by the date We specify. We will give You a reasonable time to pay Us.

We will return the **Deposit** to You after 6 months if You do not miss any payments.

If You miss any payments while the **Deposit** being held by Us, We may use the **Deposit** to offset debt. We may the request a further **Deposit** be paid.

If We ask You to pay a **Deposit**, We will tell You how much You need to pay, how We will hold it and what We will do with it.

12. Supply of Energy

Your **Energy** is supplied to You by Your local **Network Operator** on behalf of **Us** and You can find details of Your **Network Operator** on Your **Monthly Statement**.

When We supply electricity to You, You accept that the National Terms of Connection (**NTC**) apply. The **NTC** is a legal agreement which sets out rights and duties in relation

to the connection at the **Property** which Your **Network Operator** delivers electricity to, or accepts electricity from. If You would like a copy of the NTC or have any queries about it, please write to:

Energy Networks Association
6th Floor
Dean Bradley House
52 Horseferry Road
London
SW1P 2AF

During the term of the **Contract** You must allow Us (or any individual We ask to attend the **Property**) and / or the **Network Operator** safe access to the **Property** and any equipment relating to the supply of **Energy** at the **Property** at all reasonable times for reasons that relate to the supply of **Energy** to the **Property**.

13. The Smart Meter and Measuring Your Energy Usage

To help Us prepare Your **Monthly Statement**, the **Smart Meter** will record (and We will collect) information about Your **Energy** use at the **Property** during each half-hour period.

We may also use the Smart Meter to disconnect Your **Energy** supply (but only in the circumstances We have described in these Terms and conditions).

14. Your Tariff

Unless You are a **Deemed Customer**, We will email You to confirm Your tariff before We start providing You with **Energy**. More information about Our tariff can be found by visiting **Our Website**.

Your tariff includes both a **Standing Charge** and a **Unit Rate**.

- The **Standing Charge** is a fixed daily amount You must pay for **Energy**, no matter how much You use.
- The **Unit Rate** is the price-per-unit of the **Energy** You use at the **Property**. It is worked out in pence per kilowatt hour.

15. Changes to Your Tariff

We will not withdraw or change the **Unit Rate** before Your **Fixed-Term** ends.

We may change the **Standing Charge** during Your **Fixed-Term**. If We choose to increase the **Standing Charge** during Your **Fixed-Term** We will email You 28 days before any change will be made to inform You of the change and the date which the new **Standing Charge** will have effect from.

16. Monthly Statement & Payment

You are responsible for paying for the **Energy** supplied to Your **Property**. This responsibility extends to any charges or debts outstanding when the supply of Energy

to Your Property is disconnected or Your **Contract** is terminated (unless these are taken on by Your new supplier).

We will provide You with a **Monthly Statement**. Your **Monthly Statement** will be emailed to You.

Payment will normally be made by monthly direct debit. At the start of Your **Contract** We will set an initial monthly direct debit based on the amount of **Energy** We expect You to use over a 12-month period.

You are:

- responsible for ensuring that the monthly direct debit is paid in full and on the correct date; and
- expected to keep Your **Account** in credit at all times.

If We think Your direct debit is too low, We will contact You or You think it is too high, You can contact Us. Depending on the circumstances We may reset Your monthly direct debit. We will contact You if We are to reset Your monthly direct debit.

17. Additional Charges

We may also apply additional charges. These may include:

- Visiting Your **Property** to disconnect or reconnect Your supply of **Energy**.
- Costs for recovering money You owe Us.
- The cost of providing copies of documents You have requested.

We may reset Your monthly direct debit to cover these additional charges.

18. Pre-Payment Meters

If Your payment is by **Pre-Payment Meter** (or the **Smart Meter** is in prepayment mode):

- You must top-up Your meter in advance in order to receive the supply of **Energy**;
- You may be required to pay any additional charges for any additional services We may provide (for example a replacement key); and
- We may adjust Your payments to recover any charges that You owe, and not just the costs of **Energy** consumed - We will tell You of the proportion of each top-up amount that will be used as payment for such charges.

19. Behind the Meter Usage

Your **Behind the Meter Usage** in each 24 hour period (between 23:00 and 22:59) will be measured by Us and will be debited against your **Smart Meter** and / or **Pre-Payment Meter** at 00:00 on the following day. **Pre-Payment Meter** users are advised to make sure they have sufficient credit to cover this deduction.

20. Emergency Credit

Your **Pre-Payment Meter** has £15 of emergency credit available for use if You run out of credit. This means You will not lose Your **Energy** supply immediately if you fail to top up.

After using the emergency credit, any credit You add will be used to replenish the emergency credit before any pre-payment credit is added.

21. VAT

We will apply VAT to all our charges at the appropriate rate. We will pass on changes in the rate of VAT immediately.

22. If You think a Monthly Statement is Wrong.

If You think a **Monthly Statement** is wrong, please contact us promptly to let us know.

If Your Account is in arrears, You will not have to pay any interest on the contested amount until the dispute is resolved. Once the dispute is resolved We may charge You interest on correctly invoiced sums from the original due date.

We will not try to recover charges for Your **Energy** use that are older than 12 months unless:

- We have already tried to recover these charges; or
- Your behaviour has impacted on Our ability to recover these charges.

23. Non-Payment

If You are struggling to pay for Your **Energy** usage, please contact Us immediately. We may be able to agree a payment plan with you and give you advice on how you may be able to reduce your **Energy** bills.

If You fail to pay for the **Energy** You have used and / or Your Account falls into arrears, We may:

- Use any **Deposit** held by Us to credit Your **Account**.
- Charge interest on the amount owed to us.
- Supply You with a **Pre-Payment Meter**.
- If You pay by Pre-Payment Meter, add what You owe Us to the meter, which You will pay Us back by adding extra credit when You top up.
- Disconnect the supply of **Energy** to the **Property**.

We may also provide Your information relating to Your non-payment to credit reference agencies. This may have an impact on Your credit reference.

24. Interest

We may charge interest if You pay a direct debit late or Your Account is in arrears at a rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual

payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

25. Installing Pre-Payment Meters

If We inform You that Your Account is in arrears You will have 28 calendar days to make sufficient payments to bring Your Account into credit.

If after 28 calendar days of Us giving You notice that Your **Account** is in arrears You have not made sufficient payment to bring Your **Account** into credit We may provide You with notice that We are to supply You with a **Pre-Payment Meter** (or switch Your **Smart Meter** to pre-payment mode).

We must by law provide You with 7 days' notice if We are to supply You with a **Pre-Payment Meter**. In accordance with Ofgem guidance, We cannot force You to accept a **Pre-Payment Meter** (or switch Your **Smart Meter** to pre-payment mode). However, if You refuse to accept a Pre-Payment Meter and fail to repay any money which You owe We may seek the permission of the court to fit a Pre-Payment Meter as a last resort to avoid having to disconnect You.

26. Disconnection

We will only suspend or disconnect the supply of **Energy** to Your **Property** if We have a lawful basis to do so.

We will take all reasonable steps not to disconnect Your supply during the Winter Months. We will not disconnect Your supply during the Winter Months if:

- a **Vulnerable** person lives at the **Property**.
- You live on Your Own.
- Anyone living in the **Property** is younger than 18 years old.

Lawful reasons to suspend or disconnect the supply of Energy include:

- Your **Account** being in arrears.
- You being in breach of this **Contract**.
- You tampering with the **Smart Meter** and / or **Pre-Payment Meter**.

If payment is by **Pre-Payment Meter** Your supply will disconnect automatically once any emergency credit has been used.

If We disconnect the supply of **Energy**, You may be required to pay Our reasonable costs:

- to disconnect the supply of **Energy**; and /or
- to reconnect the supply of **Energy**.

27. End of the Fixed-Term

We will email You a **Statement of Renewal Terms** 28 days before the end of Your **Fixed-Term**.

If You do not like the changes proposed in the **Statement of Renewal Terms**, You can end our relationship by switching to another supplier.

28. Ending the Contract and switching to another supplier

You can switch to another supplier at any time as long as You give Us 28 days' notice.

You will not be able to switch to another supplier if the arrears on Your Account is more than £500. If Your Account is in arrears both You and Your new supplier will need to agree to Your new supplier taking on Your debt.

You will still be required to pay for the **Energy** You have used whilst We were Your supplier. If you switch suppliers, We will provide You with a **Final Bill** for the **Energy** You have used up until the switch to Your new supplier is completed.

You must pay Your **Final Bill** within 28 days of receiving it. We may pursue legal action if You fail to pay your **Final Bill** on time. Once You have paid the Final Bill the Contract will be terminated.

29. Moving House

If You are planning to move house, please contact Us and We can discuss Your options.

You would only be able to continue to benefit from the this **Contract** if You move into a [...] property which has been fitted with the **Solar Equipment**.

If you are planning to purchase the **Property**, please contract [...] who will be able discuss Your options.

30. Terminating the Contract

You may terminate the **Contract** by switching to an alternate supplier of **Energy** but only once have paid your **Final Bill** or Your new supplier has agreed to take over Your debt from Us.

We may terminate the **Contract** if:

- You breach any of these **Terms**.
- We lose our licence to supply.
- **OFGEM** tells another company to supply Your **Energy**.

31. Complaints

You may, at any time, contact Citizens Advice Consumer Services on 03454 040506 or at www.citizensadvice.org.uk/energy for free, independent and impartial advice so that you "know your rights" as an energy consumer. This may include information on getting a better deal, advice about the quality of your electricity (or gas) supply, or asking for help if you are struggling to pay your bills.

Commented [ST3]: It depends on the council whether would like to keep the tariff for the tenants based on this clause

Commented [ST4]: Is there an option to buy a property from the council?

If you do wish to make a complaint about the service We have offered You, please contact our **Customer Services Team** in the first instance. They can be contacted at [email address].

Our **Customer Services Team** will do their best to resolve your complaint, but if you feel Your complaint has not been handled to Your satisfaction or if **You** are unhappy with **Our** resolution of **Your** complaint, or if **Your** complaint has not been resolved within 8 weeks of the date you told us about it, You may refer Your complaint to Ombudsman Service via www.ombudsman-service.org.

32. Liability

We are responsible to You for foreseeable loss and damage caused by us. If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of our breaking this **Contract** or our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the **Contract** was entered, both We and You knew it might happen.

If You suffer any foreseeable loss or damage, Our (and / or the Network Operator's) responsibility to You will be limited to a maximum of £25,000 in any calendar year (January to December).

We will not be liable to You or be deemed to be in breach of the **Contract** for any delays or failures in performance of the **Contract** which result from circumstances beyond the Our reasonable control. We will promptly notify the You in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

We do not exclude or limit in any way our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Your legal rights in relation to the supply of **Energy**.

We are not liable for business losses. We only supply **Energy** for domestic use. If You use the **Energy** for any commercial, business or re-sale purpose We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

33. Your Information

We will use Your personal information in accordance with our Data Protection Policy which is available via <https://urbanchain.co.uk/privacy-policy>

34. Using Your Information to Manage Your Account

We will use Personal Data we hold about you (including data obtained via Your **Smart Meter**) and Personal Data We obtain from other organisations, for example credit reference agencies, to manage Your Account.

If your Contract is with more than one person We will hold Personal Data in a common record, including any information You tell Us about any medical conditions or disabilities. You need to obtain the other named person's agreement before You provide Us with their information.

In addition to using Your Personal Data to manage Your Account, We may use it:

- to assess whether You are having issue with paying Your Monthly Bills or keeping Your Account in credit.
- for research purposes.

35. Varying Terms

We may change these Terms at any time and, if We do, We will inform You of any changes. The most recent version of Terms will be available on Our Website.

If We propose changes to these Terms that are not to Your advantage, We will give You reasonable notice of the changes. If You do not agree with the changes, You can switch to another supplier or end this **Contract** and start a new **Contract** with us without penalty.

36. Notices

You can contact Us by email, phone or letter. Our contact details are at the beginning of these **Terms**.

We will communicate with You by email. Unless You have informed Us of a change, We will send emails to the address which You provided Us when the **Contract** was started.

Letters will be deemed to have been received two **Working Days** after the date that the letter was posted. Emails will be deemed to have been received at 9am on the next **Working Day** after it was sent.

37. General

We may transfer this agreement to someone else. We may transfer our rights and obligations under these **Terms** to another organisation. We will always tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under the **Contract**.

You need our consent to transfer Your rights to someone else. You may only transfer Your rights or Your obligations under these Terms to another person if We agree to this in writing.

Nobody else has any rights under this **Contract**. This **Contract** is between You and us. No other person shall have any rights to enforce any of these **Terms**. Neither of us will need to get the agreement of any other person in order to end the **Contract** or make any changes to these **Terms**.

If a court finds part of this **Contract** illegal, the rest will continue in force. Each of the paragraphs of these **Terms** operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if We delay in enforcing this **Contract**, We can still enforce it later. If We do not insist immediately that You do anything You are required to do under these **Terms**, or if We delay in taking steps against You in respect of You breaking this **Contract**, that will not mean that You do not have to do those things and it will not prevent us taking steps against You at a later date.

Terms are governed by English law and You can bring legal proceedings in respect of the supply of **Energy** in the English courts.