

# Additional Terms and Conditions

## Energy - EV Tariff

**These additional terms and conditions (the “EV Tariff Terms”) relate to our EV variable tariff for the supply of electricity (the “EV Tariff”)**

### 1. General

- 1.1. These EV Tariff Terms are in addition to Utility Warehouse’s Residential Products & Services Terms and Conditions for supplying Energy to domestic customers as set out on our website at [www.uw.co.uk/legal/terms-conditions](http://www.uw.co.uk/legal/terms-conditions) (the “**Standard Terms**”).
- 1.2. Terms defined in our Standard Terms shall have the same meaning in these EV Tariff Terms. If there is any conflict between these EV Tariff Terms and our Standard Terms, then these EV Tariff Terms will prevail.
- 1.3. The EV Tariff is for the supply of **electricity** only and it is a **variable tariff**. The charges for the EV Tariff, as updated from time to time, are shown on our website at [uw.link/ev-tariff-til](http://uw.link/ev-tariff-til). By agreeing to the EV Tariff, you agree to vary your agreement with us for the supply of electricity (the “**Agreement**”).
- 1.4. Your Agreement will be varied from the date that you agree to the EV Tariff that we offer you (whether online or via our Customer Services or Sales Teams) (the “**Variation Date**”) and the EV Tariff Terms will apply from then until you leave the EV Tariff.

### 2. Additional Definitions

- ‘**Agreement**’ has the meaning set out in clause 1.3.
- ‘**Bundle**’ has the same meaning set out in clause 10 of our Standard Terms.
- ‘**Bundle Service(s)**’ has the same meaning set out in clause 10 of our Standard Terms.
- ‘**EV**’ or ‘**Electric Vehicle**’ means any Category B battery electric vehicle or plug-in hybrid electric vehicle.
- ‘**EV Tariff Date**’ has the meaning set out in clause 4.2.
- ‘**Standard Terms**’ has the meaning set out in clause 1.1.
- ‘**Variation Date**’ has the meaning set out in clause 1.4.

### 3. Eligibility

- 3.1. The EV Tariff is only available to domestic customers who meet and maintain all the following conditions:
  - 3.1.1. You must either: (a) already have your electricity supplied by us; or (b) successfully sign up for your electricity to be supplied by us;
  - 3.1.2. You must have specifically requested the EV Tariff and accepted the EV Tariff Terms;
  - 3.1.3. You must have compatible, functioning electricity smart meter(s) installed at the Property;

- 3.1.4. You must be supplied on electricity smart meter(s) in credit mode;
  - 3.1.5. You must set up and maintain a valid direct debit with us;
  - 3.1.6. You must have at least one Electric Vehicle (with current passing MOT certificate and up-to-date vehicle tax). The Electric Vehicle must be registered (along with its owner) to the Property, unless it is a company car, in which case the company car must be registered in either your name, or the name of another resident at the Property; and
  - 3.1.7. You must provide us with a valid email address where we can contact you in relation to your UW account.
- 3.2. At any time we may request, and you must provide us within 14 days (unless we agree an alternative time period), evidence to our satisfaction of an Electric Vehicle which meets the requirements under clause 3.1.6.
  - 3.3. The EV Tariff is designed for domestic customers who have standard metering arrangements in place. We reserve the right to decline to supply a customer on the EV Tariff should their metering not be either General Domestic or Economy 7, or if we believe the supply is being used (either partly or wholly) for business purposes.
  - 3.4. The EV Tariff is subject to a fair use policy that it can only be used to charge Electric Vehicles which are registered to the Property, up to a maximum of 3 Electric Vehicles. At any time we may request, and you must provide us within 14 days (unless we agree an alternative time period), evidence to our satisfaction that you are complying with this fair use policy.
  - 3.5. The EV Tariff is subject to availability. We reserve the right to withdraw the availability of the EV Tariff at any time without notice in relation to applications which have not yet been processed or agreed, however this will not affect the rights of any customers who have already agreed the EV Tariff with us prior to the date it is withdrawn.
  - 3.6. We cannot accept responsibility for any financial or other losses resulting from an application which is delayed or has not been received by us or which we are unable to process for any reason.

#### 4. **Application process**

- 4.1. As part of your application for the EV Tariff, we may ask you to provide us with the registration number (number plate) of an Electric Vehicle registered to the Property, in which case you must provide this so that we can carry out checks with the Driver and Vehicle Licensing Agency (“DVLA”) to confirm your eligibility for the EV Tariff as well as for our internal analytical purposes to continue to refine and improve UW’s services going forward. If you are not the owner of the Electric Vehicle, by providing its registration number you confirm that you have the owner’s permission to provide these details. For full details of how we use your personal information, please see the Privacy Notice available on our website at [www.uw.co.uk/legal/privacy-customer](http://www.uw.co.uk/legal/privacy-customer).
- 4.2. Once we have offered and you have agreed to the EV Tariff, we will write to you to confirm the date your EV Tariff will apply from (the “**EV Tariff Date**”).
- 4.3. The EV Tariff is for the supply of electricity only. If you have a gas supply Service with UW, your gas supply will remain on your existing tariff for the supply of gas and you will remain subject to the terms and conditions of your separate agreement with UW for the supply of gas.
- 4.4. If you are on one of our Fixed Tariffs, you must pay an Exit Fee if you change to the EV Tariff during your Fixed Price Period (as set out in the applicable Fixed terms and conditions on our website at [www.uw.co.uk/legal/terms-conditions](http://www.uw.co.uk/legal/terms-conditions)). However, if your Variation Date is on or before 31 October 2024 we will waive the Exit Fee if you switch to the EV Tariff from one of the following Fixed tariffs:

UW Fixed 22, UW Fixed Saver 22, UW Fixed 23, UW Fixed Saver 23, UW Fixed 24, UW Fixed Saver 24, UW Fixed 25, UW Fixed Saver 25, UW Fixed 26 or UW Fixed Saver 26.

- 4.5. Prior to the EV Tariff Date, we reserve the right to cancel your change to the EV Tariff if you do not meet or fail to comply with any of the conditions set out in clause 3, or fail to satisfy any required checks, including any verification of the information provided to us by you. Where we exercise this right, you shall remain on your existing Tariff and you shall not be entitled to compensation of any form whatsoever either in respect of us not supplying the Services on the EV Tariff or otherwise.

## 5. Pricing

- 5.1. You will be charged for your Energy at the applicable price for your EV Tariff from the EV Tariff Date until you change your Tariff or your Agreement is terminated (whichever is earlier).
- 5.2. The EV Tariff is a split rate tariff with one rate applicable for electricity used during peak hours and a different, lower rate for electricity used during off-peak hours. A daily standing charge also applies. In order to get the most benefit from the EV Tariff we recommend charging your Electric Vehicle during the off-peak hours. The relevant hours are:
  - 5.2.1. Peak hours: 5am to midnight GMT (05:00:01 to 23:59:59) - this is 6am to 1am BST
  - 5.2.2. Off-peak hours: midnight to 5am GMT (00:00:00 to 5:00:00) - this is 1am to 6am BST
- 5.3. The EV Tariff is a variable rate tariff and your prices may change from time to time. The current prices for the EV Tariff are set out on our website at [uw.link/ev-tariff-til](http://uw.link/ev-tariff-til) and we will also notify you in writing of any changes to your prices.
- 5.4. The off-peak pricing of your EV Tariff will also vary depending on which other Services (if any) UW is providing to you. If you only take UW's Energy Service, then you will get our Value EV Tariff. If you take a 2 Service Bundle (as defined in clause 10 of our Standard Terms), you can get our Gold EV Tariff. If you take a 3 Service Bundle or 4+ Service Bundle (each as defined in clause 10 of our Standard Terms), you can get our Double Gold EV Tariff. With our Gold and Double Gold EV Tariffs you receive greater discounts on the rate charged during off-peak hours. We will inform you in advance the applicable standing charge and unit rates that would apply to your EV Tariff. Once you agree to the EV Tariff we will confirm these rates to you in writing and notify you of any changes to these.
- 5.5. You can benefit from our Gold EV Tariff or Double Gold EV Tariff on up to three electricity meters at your Property.
- 5.6. If you aren't eligible for our Gold EV Tariff or Double Gold EV Tariff (because you did not have enough Bundle Services) and you later become eligible (because you add a new Bundle Service), we'll automatically move you on to the cheapest alternative EV Tariff rates you are eligible for from the same day the new Bundle Service goes live (applying to all consumption on that day), or otherwise as soon as possible afterwards.
- 5.7. If you are benefiting from our Gold EV Tariff or Double Gold EV Tariff and cease to be eligible for that Bundle (for example, by cancelling a Bundle Service, or if a Bundle Service you applied for fails to become live with us within 42 days), we will automatically move you to the cheapest alternative EV Tariff rates which you are eligible to receive from us at that time. For example, if you are on a Gold EV Tariff and you cancel a Bundle Service, we will transfer you to the Value EV Tariff. This change will take effect as soon as possible after you ceased to be eligible for that EV Tariff rate.
- 5.8. If you fail to maintain a valid direct debit with us, then the Energy you use will be charged at the applicable rates for customers on your EV Tariff who are not paying by direct debit.

## 6. Meter Readings

- 6.1. In order to provide the EV Tariff, we need your smart meter(s) to take readings every half hour and send these readings to us. By agreeing to the EV Tariff you acknowledge that your meter readings will be collected on a half-hourly basis and that we may monitor this data in order to check your Energy consumption patterns are consistent with EV usage.
- 6.2. We will treat data relating to the energy you have consumed in accordance with our [Privacy Notice](#) and [Guide to Smart Meter Readings](#).
- 6.3. If you would like to change to daily meter readings (or where available, monthly meter readings), you can request this but where you do so we will need to remove you from the EV Tariff and transfer you to our cheapest available alternative variable tariff for which you are eligible.

## 7. Changing to a different Tariff

- 7.1. When you are on the EV Tariff, if you would like to change to another Energy tariff with us providing you meet the relevant eligibility criteria you can request this change at any time.
- 7.2. If you change to another Energy tariff with us, you will be charged in accordance with the new tariff you have chosen for any Energy we supply to you from the same day we process the change, or otherwise as soon as possible after this. You will be charged for any Energy used prior to such date at the prices applicable to your EV Tariff. You must give us accurate meter reading(s) on the date your tariff changes, otherwise you will have to pay our charges based upon estimated reading(s).
- 7.3. On or after the EV Tariff Date, if you do not meet or fail to comply with any of the conditions set out in clause 3, or if you otherwise fail to comply with any other terms relating to the EV Tariff then we may, at our sole discretion, choose to transfer you to our cheapest available alternative variable tariff for which you are eligible and we will inform you of this in writing.

## 8. Ending your Energy Agreement

- 8.1. If you seek to switch your Energy supply to another supplier and you owe us money, we may object to the switch. Provided you pay us the entire outstanding amount within 30 Working Days of informing you of our objection, we will not seek to prevent you switching your Energy away from us again as long as no further sums have become overdue in the meantime.
- 8.2. In addition to our termination rights under the Standard Terms and notwithstanding our other remedies under these EV Tariff Terms, we may, at our sole discretion, choose to terminate your Agreement immediately by giving written notice to you if you do not meet or fail to comply with any of the conditions set out in clause 3 (including failing to have a compatible, functioning smart meter(s) in credit mode or having an Electric Vehicle registered to the Property).