Terms and Conditions

Residential Products and Services

These terms and conditions are between you and Utility Warehouse Limited which you accept as part of our application process and/or by using the Service(s).

These Terms and Conditions along with (as applicable):

- Tariffs and Charges which explain the charges and additional terms for Broadband and Mobile;
- Residential fair usage policy which explain customer usage obligations for Mobile;
- Fixed Terms which explain additional terms for our fixed rate Energy tariffs;
- Tracker Terms which explain additional terms for our tracker Energy tariffs;
- EV Terms which explain additional terms for our EV (electric vehicle) electricity tariffs;
- Tariff Information Label (provided at sign up and periodically) which explain charges and additional terms for Energy;
- Cashback Card Terms which explain charges and additional terms for Cashback Card;
- Insurance Terms (provided at sign up) which sets out the additional terms for Insurance products;
- Other terms for relevant services, products, promotions and offers, including the Price Pledge Terms, Unlimited Max Additional SIMs Free & Go Unlimited Terms, we provide to you which can be found here UW terms and conditions,

form part of your agreement(s) (**'Agreement'**) with Utility Warehouse Limited, trading as UW, and/or Electricity Plus Supply Limited and/or Gas Plus Supply Limited (as applicable) for the supply of Services. You should read your Agreement(s) carefully. Please also read our Privacy Notice for full details of how we use your personal information.

If we provide you with more than one Service you'll have a separate Agreement for each one. Make sure you read each Agreement carefully. Although some of the terms are the same or very similar, each Agreement has important differences.

1. Overall definitions

Some words and phrases we have used in these terms and conditions mean certain things. In this clause we have set out what we mean when we use those words and phrases:

- **'You'** or **'your'** means the customer named in the application (whether online or verbally via either our Customer Services or Sales Teams).
- **'UW'** or **'us'** or **'we'** or **'our'** means Utility Warehouse Limited, Electricity Plus Supply Limited and/or Gas Plus Supply Limited (where applicable) and where applicable includes references to other companies, their networks and equipment which we use in order to make our Services available to you.
- **'Bill'** means a bill produced by us for one (or more) of the Services we are supplying to you.

- **'Communication Services'** means Broadband, Home Phone, Digital Home Phone, CallMe (0800) and Mobile Services.
- **'Energy'** means gas and/or electricity.
- **'Equipment'** means any equipment provided by us (or for which we have accepted responsibility) in order to enable you to use the Services.
- **'Non-energy Services Bill'** means the monthly Bill you receive for all Services and ancillary charges not directly related to the supply of gas and/or electricity to you.
- **'Property'** means any address at which the Services are supplied to you.
- **'Services'** and **'Service'** means any service provided by the UW, including gas and electricity (where we act as agent on behalf of Gas Plus Supply Limited and Electricity Plus Supply Limited respectively), as applicable.
- **'Working Day'** any day other than a Saturday, a Sunday, or a bank holiday in England and Wales.

2. Benefits

2.1. See our bundle benefit terms and conditions at clause 10 below for details and requirements. Our benefits depend on you having multiple services. If either of us end or suspend one service or more, we may need to end or remove some or all bundle benefits.

3. Insurance and Cashback Card

3.1. All customers who meet the relevant eligibility criteria can apply for our Income Protector product. Full details of the eligibility requirements, levels of cover provided, applicable exclusions and the full Terms and Conditions for Income Protector is available on our website at www.uw.co.uk.

3.2. Full Terms and Conditions for the Cashback Card are made available to customers who apply for this benefit, and are available on our website at www.uw.co.uk.

3.3. All customers who have a live service and a valid direct debit in place on their account can apply directly to our insurance team for a Home Insurance policy. A customer's Home Insurance policy may be cancelled if any amount of premium, invoiced by us to the customer, is overdue for payment and remains overdue for 14 days. We will provide a minimum of 7 days written warning, before cancelling a policy. Our full Insurance terms of business are available on our website and will be provided to customers who take out a Home Insurance policy.

3.4. All customers who have a live service and a valid direct debit in place on their account can apply directly to our insurance team for Boiler & Home Cover. A customer's 'Boiler & Home Cover may be cancelled on behalf of the insurer if any amount of premium, invoiced by us to the customer, is overdue for payment and remains overdue for 14 days. We will provide a minimum of 7 days written warning, before cancelling a policy. Our full Boiler & Home Cover terms of business are available on our website and will be provided to customers who take out Boiler & Home Cover. If you have taken our Boiler & Home Cover, you are entitled to a free of charge annual boiler service (available all year round). For more details please visit www.uw.co.uk.

3.5. All customers who have a live service and a valid direct debit in place on their account can apply directly to our insurance team for a Motor Insurance policy. A customer's Motor Insurance policy may be cancelled on behalf of the insurer if any amount of the premium, invoiced by us to the customer, is overdue for payment and remains overdue for 14 days. We will provide a minimum of 7

days written warning, before cancelling a policy. Our full Motor Insurance terms of business are available on our website and will be provided to customer who take out a Motor Insurance policy.

4. General terms and conditions

4.1. Your Agreement

4.1.1. This document along with any other terms and conditions referred to as well as the information provided as part of the sign up process is intended to contain all the terms of the Agreement(s) between you and us.

4.1.2. If there is any difference between what anyone has told you and the terms, then the terms will prevail. In the event of any inconsistency between the various documents we have provided to you, then the latest terms and conditions on our website and the prices published on our website shall prevail.

4.1.3. Any requested alteration or change to our terms and conditions by you must be made 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.

4.1.4. We reserve the right to make changes to the Agreement from time to time and/or to introduce new terms and conditions from time to time, if there are changes to the law or amendments to the terms and conditions upon which we are able to obtain services from our suppliers or in the event we believe it is necessary for us to do so. See further information below relating to changes to Communication Services Agreements and Energy Services Agreements.

4.2. How we'll send you Bills and other information

4.2.1. If you have selected e-billing, your monthly Bill notification will be sent to you by email to the most recent email address you provided. We will not send you paper copies of your Bills.

4.2.2. If you are receiving a paper Bill it will be sent to you by post to the most recent correspondence address you provided. You will be charged £4 per month (this does not apply to customers who solely receive energy services). Paper copies of historic Bills may be requested from customer services subject to an administration charge of £4 per Bill - there is no charge if you access Bills yourself online via your UW account. Further information on paper Bills, and who may qualify for free paper billing, can be found on the **Extra Help** section of our website.

4.2.3. If you have selected e-billing, we will send all other information and documents to you by electronic means. Otherwise we send information to your correspondence address.

4.2.4. We will always send important notices to you relating to our Services in writing, we may do this by:

4.2.4.1. notifying you on your monthly Bill;

4.2.4.2. email (where you have selected e-billing);

4.2.4.3. SMS if we are providing any Mobile services or if you have confirmed your mobile number to us within the previous six months (where we are sending a notice to you by SMS it may be sent to any or all such mobile numbers); or by post.

4.2.5. You must inform us as soon as possible if any of your contact details change. If you don't inform us, you will be deemed to have received any communication sent by us to the last email and/or postal address you provided.

4.3. Main and second account holder

4.3.1. The main account holder who is named in the application must be aged 18 years or over.

4.3.2. By supplying details of an additional account holder either as part of the initial application or at a later date, you authorise us to disclose any information we hold to the additional account holder, and for us to accept any instructions they may give us relating to the management of your account, until you notify us in writing that you want to remove them.

4.3.3. You confirm that the named main account holder is an authorised signatory on any bank account whose details have been provided for direct debit purposes.

4.3.4. You may request that we send your monthly Bills and correspondence addressed jointly to you both.

4.3.5. We may also take instructions from someone who we have good reason to believe is acting with your permission; and in such circumstances we will not be liable for any resulting loss, damage or inconvenience.

4.4. Use of the Services

4.4.1. You may not use the Services or allow the Services to be used:

4.4.1.1. for business purposes (or mainly or wholly for business purposes for Energy);

4.4.1.2. to engage in any improper or unlawful purpose or in a manner that causes nuisance;

4.4.1.3. to violate or infringe the rights or property of any person, including rights of copyright and any other intellectual property rights, privacy or confidentiality;

4.4.1.4. in a way that is prohibited by the Agreement; or

4.4.1.5. in such a way that will have an adverse impact on our network (or any part of it), our customers, or that contravenes any of our applicable acceptable fair usage policies.

4.4.2. You must comply with any instructions we give you about the Services.

4.4.3. Should you, or anyone you allow to use the Services, breach any of the obligations set out in these terms and conditions, you shall be responsible for all claims, liabilities, losses, damages, costs and expenses incurred or suffered by us as a result.

4.4.4. If we suspect there has been, or is likely to be, a security incident, we may suspend your account. We may ask you to change your password before letting you log back in.

4.5. Billing, payment and charges

4.5.1. You agree to pay us for all charges relating to your use of the Services, in accordance with our published tariff or prices notified to you, by the due date.

4.5.2. Our tariff guide, tariff information labels, information we provide to you and website contain details of the different Services available and the charges associated with using them. See our **Tariff Guide** for further details of charges and how they are calculated for Communication Services. Early termination fees and exit fees may apply.

4.5.3. Unless we have agreed to charge you on an alternative basis, we will produce a monthly summary showing the total amount payable in respect of (as applicable):

4.5.3.1. your Non-energy Services Bill;

4.5.3.2. your electricity Bill; and

4.5.3.3. your gas Bill.

4.5.4. The total amount is due for payment by the date on your monthly summary and related Bills (or by the agreed collection date for your direct debit if later). We reserve the right to charge a late payment fee for our reasonable administration costs which result from late or non-payment of charges.

4.5.5. Both parties shall be entitled to offset any overpayment (or credit balance) on an individual Bill against any amount payable for a different Bill (although you may only offset a credit balance relating to an overpayment on an Energy Budget Plan where we agree that the balance exceeds the amount required to cover the cost of your expected energy consumption up to the date of your next annual Energy Budget Plan review - see our **website FAQs** for further information on Energy Budget Plans).

4.5.6. If the amount due on the monthly summary or Bill is not paid in full, any partial payment we receive will be held as a general credit on your account towards the total amount due (although we reserve the right to allocate it towards all prior outstanding Bills on a pro-rata basis or otherwise at our sole discretion), unless your payment matches the amount due on a specific Bill and you have instructed us to allocate it to that Bill. You do not have the right to set-off any amounts due to us against any claim you may have against us.

4.5.7. All payments must be made in pounds sterling, whether in cash, by credit/debit card, cheque or bank transfer; promissory notes are not accepted.

4.5.8. By completing our direct debit form you agree to pay charges in connection with the Service(s) by direct debit and authorise us to deduct each month sufficient funds from your nominated bank or building society account to pay for the Service(s) requested and/or used by you each month. We may adjust your direct debit up or down depending on your usage and the Services you take. We will notify you before we make any adjustment.

4.5.9. We strongly recommend that you pay any amount due by direct debit to avoid incurring any additional charges or the inconvenience of the Services being suspended or disconnected because we have not received and/or processed your payment.

4.5.10. Certain benefits will only be provided if there is a valid direct debit in place when your monthly Bill is being calculated.

4.5.11. If you fail to make a payment, you authorise us to take the amount owing from any credit, debit or charge card details which you, or an additional account holder (if applicable), have given to us at any time, irrespective of the original main purpose for which such details were provided.

4.5.12. If we do not receive payment for any Bill when due (or by the agreed collection date for your direct debit if later), all Services (excluding Energy)may be suspended or disconnected. Apart from cases where it is not possible to do so, for example where we

suspect fraud or other illegal activity, we will notify you before any Services are suspended or disconnected. You can find information about our processes and help with paying your bills here - **Help paying your bills | UW**.

4.5.13. If any type of phone Service is disconnected, you may permanently lose any messages that had been left for you on any remote answering service, or greetings you had recorded. Reconnection charges may apply, and you may lose the phone number which had previously been allocated to you.

4.5.14. For customers who have agreed to pay by direct debit, cancellation of your direct debit or failure by you to ensure you have sufficient funds in your bank account to meet any payment requests from us, will be a breach by you of our terms and conditions associated with this payment method and will result in us automatically changing your payment method (subject to notice); this may affect the prices you are charged for using the Services and the benefits you are eligible for.

4.5.15. If we need to repay any money to you at any time this will be paid into your bank account using the direct debit details you have provided to us. In the event we have no bank details, you will be asked to provide these and we will repay any sums to you through the BACS system into your bank account.

4.5.16. 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, then you must 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 your Agreement, we may still allow you to claim a repayment.

4.5.17. If you have not selected e-billing and we are unable to send your Bill to you by post, we will make it available for you to access online in your UW account and make reasonable efforts to notify you by email and/or SMS, if possible. By making a copy of your Bill available for you to access online (irrespective of whether we have been able to notify you) we will have given you notice of the amount payable, and if you pay by direct debit it will be collected by us on the due date.

4.5.18. Unless we have acknowledged that there is a valid dispute, a late payment fee of £6 to cover administration costs will be included on your next monthly Bill, in any of the following circumstances:

4.5.18.1. the amount of money in your bank or building society account was insufficient to cover a direct debit payment which we tried to collect in respect of your monthly Bill from us; or

4.5.18.2. you cancel your direct debit or change to a new bank account without notifying us; or

4.5.18.3. your payment for a monthly Bill has not reached us when due (or the agreed collection date for your direct debit if later) for any reason.

4.5.19. 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, administration costs, credit card commissions and/or agency charges.

4.5.20. If you move home without informing us and without providing a forwarding address at which we can contact you, you will remain liable for all charges associated with any Services being provided to your previous address until we have been properly notified that you are no longer living there/responsible for the Property or Services. 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.

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

4.5.22. We reserve the right to waive or reduce any charge(s) we are entitled to make at any time without notice.

4.6. Verification and credit checks, deposits and other information

4.6.1. New customers may be asked to provide satisfactory proof of age and/or address.

4.6.2. New customers, including existing customers taking additional Service(s), may be subject to checks, including Land Registry, verification checks and/or credit checks using an external credit reference agency to assess ability to pay for Bills and help to make sure we are setting up the most appropriate payment terms and Services for you. We will routinely share information about your payment record with credit reference agencies. If we consider that your account is in default (i.e. you have not paid us in full and are in breach of your Agreement) we may report the unpaid debt to credit reference agencies who will record that default on your credit file. For full details of how we use your personal information, please see the Privacy Notice available on our website **www.uw.co.uk**.

4.6.3. When we run a credit check, the credit reference agency will record the fact that a check was made.

4.6.4. We may ask for a deposit or payment in advance of your Service(s) going live which you agree to pay. The amount to be paid is based on factors within our discretion including your credit payment performance according to credit reference agencies.

4.6.5. Where you provide us with a deposit and we are required to pay interest on it in accordance with any statute or applicable regulations, such interest will be calculated on a simple basis at the Barclays Bank Base Rate, as varied from time to time.

4.6.6. 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 our 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 fees 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.

4.6.7. We reserve the right to cancel this Agreement prior to any Services going live if you fail to satisfy any required credit checks, including any verification of the information provided to us by you, and at our sole discretion where we have any commercial, technical or operational reasons for not providing you with the Services. Where we exercise this right you shall not be entitled to compensation of any form whatsoever either in respect of us not supplying the Services or otherwise.

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

4.6.9. You confirm and guarantee that all the information supplied by you when you sign up for any Services, and then information you subsequently supply to us, is true, complete and accurate in all respects and you agree to notify us immediately of any changes to that information. We may conduct checks to verify the information you have provided to us.

4.7. Equipment

4.7.1. 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 a meter and any related Equipment provided by us to you for the purposes of providing the Energy services, the property of third parties.

4.7.2. You agree to look after our Equipment and follow any reasonable instructions that we may give you, including giving us access to your Property. If you have not done so, and the Equipment is damaged, you will have to pay us for any repair or replacement.

4.8. Your personal information

4.8.1. We look after any information which could identify you ("personal information/data") carefully and strictly in compliance with all UK data protection laws. For full details of how we use your personal information, please see the Privacy Notice available on our website **www.uw.co.uk/legal/privacy-customer**.

4.8.2. We, or one of our UW Partners, may contact you in future to give you information about any of our Services or benefits 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.

4.8.3. If you would like to exercise any of your rights in relation to your personal information, such as accessing, correcting, erasing, transferring or objecting to the use of your personal information, please write to us at **privacy@uw.co.uk**. You are able to exercise your rights free of charge, however if you make unfounded, repetitive or excessive requests, we may charge a fee or refuse to carry out your requests.

4.8.4. Whilst we use all reasonable care to protect our customers' personal information, we do not accept 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.

4.8.5. If you telephone us, or if we telephone you, the call may be monitored or recorded for training, quality and monitoring and security purposes.

4.8.6. Unless you have specifically asked us not to do so, we will register your Home Phone number(s) with the Telephone Preference Service (TPS) to protect you from unwanted sales calls.

4.8.7. Unless you tell us otherwise, if you have Communication Services with us, we may disclose your name, address and phone number to third parties in order for them to operate a directory service. When you use the Communication Service(s), the identity of your telephone number may be sent through the networks so as to be identified to the party 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.

4.9. Circumstances beyond our control

4.9.1. We shall not be liable to you for any failure to deliver any of the Services or for any breach by us of the Agreement, where such failure or breach is due to a reason outside our reasonable control, for example: 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.

4.10. Complaints

4.10.1. Our complaints handling policy can be found in our **Customer complaints code**.

4.10.2. If you've followed our process and your complaint remains unresolved after six weeks if it relates to Communication Services, or eight weeks if it relates to our other services, you can contact the Ombudsman Services:

4.10.2.1. Communications Ombudsman. You can find out more at **Communications Ombudsman** or by phoning **0330 440 1614**.

4.10.2.2. Energy Ombudsman. You can find out more at **Energy Ombudsman** or by calling **0330 440 1624**.

4.10.2.3. Financial Ombudsman Service: You can find out more at **Financial Ombudsman Service** or by calling 0800 023 4567.

4.10.3. The Ombudsman offers a free, independent service for investigating complaints. Any decision made by the Ombudsman is binding on us.

4.10.4. It's important to 'know your rights' when it comes to energy. You can get free, independent advice from Citizens Advice if you need any help. For example, they can help answer questions about your bills or meter, and check if you can get discounts, grants, or a cheaper tariff. Visit **citizensadvice.org.uk/energy** or contact the consumer helpline on 0345 404 0506 to find out more. You can contact Citizens Advice at any stage of the complaints process.

4.10.5. Codes of Practice

4.10.5.1. The regulator of electronic communications services, Ofcom, has published its approved complaints code of practice for customer service and complaints handling which can be found - **Ofcom approved complaints code of practice for customer service and complaints handling**.

4.10.5.2. At UW, your customer satisfaction is important to us, that's why we've signed up to the voluntary industry Codes of Practice:
Ofcom's Automatic Compensation scheme for Phone and Broadband Services. If you're eligible, we offer Automatic compensation for:

- delayed repairs following loss of service;
- delayed activation; and
- missed appointments.

Ofcom's Fixed Broadband Speed Code of Practice. This sets out the broadband speed information we provide to you when you take out a contract and what to do when you experience speeds that are lower than the ones we committed to.

4.11. Miscellaneous

4.11.1. Where a Service, tariff, price plan or benefit bundle 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 your Agreement(s), the terms and conditions which applied at the time that Service was originally provided to you (subject to any amendments notified to you) apply while we continue to provide that Service, tariff, price plan or benefit bundle to you.

4.11.2. Except as expressly provided, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Party Act) 1999 to enforce any term of this Agreement.

4.11.3. We may assign or transfer any of our rights under this Agreement to any other person or company. We may transfer any of our responsibilities to any other licensed supplier. We will inform you as soon as we reasonably can if we transfer any of our rights or responsibilities. We may also subcontract anything we have agreed to do under this Agreement, but we will remain responsible for our subcontractors. You may not assign or transfer your rights or liabilities to anyone else unless we have agreed in writing beforehand.

4.11.4. Failure to enforce our rights under these Agreements shall not prevent the other from taking further action. If either party waives a breach of these Agreements that waiver is limited to that particular breach. If any part, term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of any remaining terms will not be affected.

4.11.5. The headings in this Agreement are inserted for reference only and shall not affect the interpretation.

4.11.6. Reference to the singular includes a reference to the plural and vice versa.

4.11.7. Agreements are governed by the laws of England where your home address is located in England, Wales or Northern Ireland, and by Scottish law where your address is located in Scotland.

4.11.8. We may restrict or limit a Service or aspects of a service as a result of regulation, law or direction from authorities.

4.11.9. Services are subject to status and availability.

4.11.10. We have a zero tolerance policy towards all forms of abuse. If you act in an unreasonable, abusive or threatening manner, we will take appropriate action including, but not limited to, cancelling your Non-Energy Services, ending calls, reporting serious incidents to the police and/or only corresponding with you via email or post.

4.12. Early cancellation rights - the cooling off period

4.12.1. You have the right to cancel this Agreement in relation to any (or all) of the Services within 14 days without giving any reason. The cancellation period will expire 14 days from the date the Agreement is entered into in respect of each Service you have requested. Some Services have a longer cooling off period, see the terms for those Services and clause 10 for details.

4.12.2. To exercise the right to cancel, you must contact Customer Services on **0333 777 0777** or write to us at Customer Services, Utility Warehouse, Network HQ, 508 Edgware Road, The Hyde, London, NW9 5AB informing us clearly of your decision to cancel this Agreement (e.g. a letter sent by post or via **Contact UW**). We recommend you use the attached cancellation form, but you don't need to. To meet the cancellation deadline, it is sufficient for you to send your communication telling us you want to cancel before the cancellation period has expired (with adequate postage if sent by post). If you have used or damaged any of the Equipment we have supplied to you, or fail to return any Equipment to us, then additional charges may be payable by you as set out below.

4.12.3. Effects of cancellation in the cooling off period

4.12.3.1. All Equipment must be returned to us undamaged, together with any chargers or other accessories supplied, and preferably in its original packaging - ie. 'Undamaged'. You are allowed to do what is necessary for you to confirm that the Equipment you have received is as expected and that it is in good working order, but not any more than that. If the Equipment you return is not Undamaged (as described in this clause) or you do not return Equipment to us, then you will have to pay us the reasonable costs we incur in repairing or refurbishing or replacing the Equipment, up to a maximum (for mobile phones) of 24 times the monthly handset licensing charge, and for other Equipment a maximum of our published retail price.

4.12.3.2. We will reimburse any initial payments received from you, apart from any express delivery charges, without undue delay (but not payments for Services we have supplied or contracted to supply within the cancellation period), and not later than 14 days after the date we have received back from you all Equipment supplied in Undamaged condition. If no Equipment is supplied, reimbursement will be made no later than 14 days after the date we are informed about your

decision to cancel this Agreement. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless we are unable to do so, in which case we will use reasonable endeavours to agree on an alternative method.

4.12.3.3. Any Equipment you have received from us in connection with this Agreement must be returned to Utility Warehouse, Network HQ, 508 Edgware Road, The Hyde, London, NW9 5AB without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of this Agreement to us. You will have to bear the direct cost of returning the Equipment.

4.12.3.4. You will need to pay us for any Service(s) provided to and/or used by you prior to the date your cancellation request is received and processed by us.

5. Communication Services

This clause applies to Communication Services and is in addition to the clauses applicable to all Services and clauses relating to Home Phone, Broadband, CallMe (0800) freephone and Mobile.

5.1. Payment - additional information

5.1.1. You must pay us the monthly line rental, monthly handset licensing charge, connection and early termination fees, 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 Communication Services provided to you or incurred by someone else using the Equipment or Service. All calls are charged in accordance with our published tariff. Charges will depend on the price plan, features, facilities, equipment etc. you choose.

5.1.2. Charges are set out in the tariff guide.

5.1.3. Charges for the Communication Services contained in your monthly statement will be calculated using data recorded by the carriers and networks which we use which shall be conclusive evidence of that usage. You are responsible for all charges, whether or not such charges were incurred with your authority or knowledge.

5.2. Changes to your Communication Services Agreement

5.2.1. We may make changes from time to time to these terms as well as to charges, benefits or other terms/documents which apply, or introduce new terms. We may have to make these changes because:

5.2.1.1. of changes to law, regulation, guidance, industry codes, Ombudsman or court or regulator decisions;

5.2.1.2. of changes to the terms and conditions upon which we are able to obtain services from our suppliers;

5.2.1.3. we believe it is necessary for us to do so, for example -

5.2.1.3.1. the way we run our business changes; or

5.2.1.3.2. the cost of providing the products or services or running our business changes, i.e. a change in our cost of funding, technology (including our systems) and service costs.

5.2.2. Any contractual changes not to your benefit will be notified to you with at least one month's notice and will give you the right to leave your contract without charge. This right to leave applies to any contracts of other Communications Services, including mobile handsets, which are technically, contractually or financially dependent on the contract in question. If you cancel you'll need to pay for services used up to the date of cancellation and if there is an outstanding balance for a mobile handset you will need to pay it off or send the device back, see clause 8.6 for details. By continuing to use the Services following any such change, you will be deemed to have accepted such variation.

5.2.3. Any contractual changes that are exclusively to your benefit, of a purely administrative nature (and having no negative effect on you), are directly imposed by law, or made in accordance with clause 8.2.23 will be notified to you but will not give you the right to leave your contract without charge. By continuing to use the Services following any such change, you will be deemed to have accepted such variation.

5.2.4. We may use whichever network(s), carrier(s) or supplier(s) we consider appropriate to supply Communication Services to you, and may change the network(s), carrier(s) or supplier(s) we are using or discontinue or modify any aspect of the services at any time and without notice, provided this does not affect the quality and price.

5.3. Provision of the Communication Services

5.3.1. We will use reasonable efforts to make Communication Services available but owing to the nature of communication networks we are unable to guarantee to provide a fault free service. The quality of the Services depends on (1) the quality and coverage of the Services, (2) the communication network to which you are connected, and (3) also on other communication networks the person you may be calling is connected to or which may be used to access the internet.

5.3.2. Communication Services may also be adversely affected by too many people trying to use the network at the same time.

5.3.3. Mobile Services may also be affected by physical features such as buildings and underpasses, atmospheric conditions, other causes of interference, or may fail or require maintenance without notice.

5.3.4. If a fault occurs you should report the fault by telephone, email or in writing to us.

5.3.5. If we are providing a voicemail service, then in the interest of all users, we may limit the number and duration of messages that can be left on your voicemail service. The 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.

5.4. Suspension of the Communication Services

5.4.1. At our sole discretion, we can suspend or disconnect the provision of the Communication Services immediately, without telling you and without notice if:

5.4.1.1. we believe you are using the Services in an unauthorised way, making calls to earn financial revenue or any other reward from these calls, generating artificially inflated traffic, for commercial or business purposes, or for criminal activities, or

for the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing nature;

5.4.1.2. you fail to pay any charges billed by us to you when due (or the agreed collection date for your direct debit if later), unless we have agreed to waive or accept late payment thereof, or you have committed any other substantive breach of this Agreement;

5.4.1.3. your credit limit is exceeded;

5.4.1.4. we have reason to believe you are using the Service (and/or Equipment) in a fraudulent or improper way, or a way that breaches the Agreement;

5.4.1.5. for Mobile, we have reason to believe the security of the SIM card may be prejudiced or you notify us that the mobile phone has been lost or stolen;

5.4.1.6. we have reasonable grounds for believing you may not pay any amount(s) that are, or may become, due;

5.4.1.7. your phone number or Freephone number is being advertised in or on a public phone box or other public space for solicitation purposes;

5.4.1.8. your direct debit instruction is refused or cancelled;

5.4.1.9. 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;

5.4.1.10. 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;

5.4.1.11. we believe there is activity on your Service or an unlawful intrusion, which may damage or affect the operation of the networks or the Service(s); or

5.4.1.12. there are reasons outside of our control.

5.4.2. In the above cases, where we suspend a service, this Agreement does not come to an end and you are still liable for any minimum call charges and all monthly (or other periodic) line rental charges due during any period of suspension. In the above cases, any unused 'Budget Control' call credit on Mobile Services will be lost.

5.4.3. In some 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.

5.4.4. If you are unable to use all of the Services for a continuous period of 24 hours because:

5.4.4.1. there is a technical network failure;

5.4.4.2. they are being tested, modified or maintained; or

5.4.4.3. access is denied to us,

you will receive a pro-rated credit against your monthly (or other periodic) line rental charge, relating to the period of suspension or failure. For your Home

Phone Service, any such line rental credit is only payable in respect of the period commencing 48 hours after any fault has been reported to us by you, and provided you continue to notify us no less frequently than 48 hourly thereafter until such time as the reported fault has been repaired.

5.5. Ending your Communication Services Agreement

5.5.1. For cancellation within your cooling off period see clause 4.12.

5.5.2. You may notify us that you wish to end this Agreement immediately if:

5.5.2.1. we have committed a material breach of this Agreement and fail to put it right within 14 days of you asking us to do so in writing; or

5.5.2.2. all of the Services are permanently no longer available to you; or

5.5.2.3. you choose not to pay a deposit which we have requested in accordance with this Agreement, however in this circumstance you must either return any Equipment to us in good condition or pay the early termination fee(s).

5.5.3. We may end this Agreement immediately by writing to you if:

5.5.3.1. you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks; or

5.5.3.2. 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

5.5.3.3. you commit a breach of this Agreement (e.g. you fail to pay charges on the due date, or to pay us a deposit we have requested in accordance with these terms) and do not put it right within 14 days of being asked by us in writing to do so; or

5.5.3.4. we are no longer able to provide the Services to you on a permanent basis.

5.5.4. Either of us can cancel the Agreement by giving 30 days notice or for Home Phone & Broadband or CallMe (0800) you can cancel your Agreement by migrating your Service to another provider and notifying us of this - when you migrate your Service we will stop charging you from the date that you, or your new provider, notify us that your new service is live or, if we do not receive a notification, 30 days from the date you notify us that you wish to cancel your Agreement with us. For Mobile you can also cancel using the industry agreed mobile switching process - see clause 8.

5.5.5. When this Agreement comes to an end:

5.5.5.1. the Service will be disconnected (unless we have accepted an application from a new customer requesting us to continue providing our Service on that line);

5.5.5.2. you may request for your number to be ported to your new provider up to 30 days after you have switched your service. For Mobile Services, we will need to reconnect you to our network and we reserve the right to charge a pro-rated monthly charge based on the number of days your service is live with us. Delayed porting is only available if your Service was terminated by you as the customer;

5.5.5.3. you will have to pay immediately all charges outstanding at disconnection, including any early termination fees;

5.5.5.4. we will repay any deposit you have given us, upon request, but only if you do not owe us any money and you have returned all Equipment to us (as required);

5.5.5.5. you must return, at your own expense, to us in good condition (fair wear and tear excepted) any Equipment we have provided to you under this Agreement;

5.5.5.6. if we have received notification that your Service is being transferred to another provider then you will remain responsible for all charges until the Service is actually transferred;

5.5.5.7. if you fail to return the router to us within 30 days of the Broadband service coming to an end and you have taken our Broadband service for less than two years you will be charged according to the charges set out in our tariff guide; if you experience a delay in your number being ported which is caused by us, you may be entitled to compensation. Please see our tariff guide for details.

5.5.6. If we terminate the Agreement, provided that you are not in breach of any of the terms of the Agreement, we will credit the appropriate proportion of any charges you have paid in advance on your Bill.

5.6. Communications Services liability and exclusions

5.6.1. We shall not be liable for the online content of goods or services offered by third parties.

5.6.2. We will not be liable for loss of profits or revenue, loss of use, lost business or missed opportunities, wasted expenditure, loss of information or data, or savings you might have made.

5.6.3. 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.

5.6.4. There may be occasions when we are unable to provide the Services or the bandwidth available 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 provider's charges.

5.6.5. For customers using our Home Phone Line Rental Service, we accept responsibility for loss or damage to your physical property arising from our negligence subject to a maximum of £10,000 in any calendar year.

6. Home Phone (including Digital Home Phone, Internet Phone and FreeCall app) and Broadband (excluding Mobile Broadband)

This clause applies to Home Phone, Digital Home Phone, and Broadband (excluding Mobile Broadband) Services and is in addition to the clauses applicable to all Services and to the clauses applicable to Communication Services.

Definitions

These definitions are in addition to those set out at the beginning of the terms and conditions and apply when we are talking about Home Phone and Broadband.

- 'Accompanying Material' means any documentation provided by us that is associated with the
- Broadband service.

- 'Broadband Service(s)' means the use of online information, communication and other services provided by us, (but excluding Utility Warehouse hosted email accounts), and access to information and services provided by third parties, on the internet, where we are providing a fixed line broadband connection.
- 'Cable Customer' means a customer whose fixed landline is supplied by Virgin Media or Kingston Communications ('KC').
- 'CPS' means Carrier Pre Selection.
- 'Designated User' means any person(s) that you authorise as users of your Broadband service.
- 'Digital Home Phone' (VoIP - Voice over Internet Protocol) allows you to make and receive calls using your broadband connection instead of a traditional landline. Your phone plugs into your router or adapter, and works much like a normal home phone. Further details of this Service, including equipment requirements and service quality information, are available at uw.co.uk.
- 'Standard Broadband' means our copper broadband service.
- 'Fibre Broadband' means our part fibre (FTTC) Broadband Services (such as Ultra and Ultra+ and our part fibre without a landline (SOGEA) Broadband Services (such as Fibre 40 and Fibre 80).
- 'Full Fibre Broadband' means our full fibre (FTTP) Broadband Services (such as Full Fibre 150, Full Fibre 500 and Full Fibre 900).
- 'Home Phone service(s)' means the basic two way communication service via whichever carriers or networks we may elect to use from time to time and such other Services as may be made available to you by us from time to time, and shall include our Internet Phone, Digital Home Phone, and FreeCall services where applicable.
- 'Software' means the use of the software programme(s) provided by us or by third parties that are associated with the Broadband service.

6.1. Commencement and duration

6.1.1. This Agreement is entered into on the date that you agree to the terms that we offer you (whether by accepting them online or verbally via our Customer Services or Sales team or by using the service) and will continue indefinitely unless cancelled by either of us in accordance with the Agreement.

6.1.2. The Commencement Date for any Home Phone Services and/or Broadband Services shall be the date that such Service is made available to you.

6.1.3. We reserve the right to cancel this Agreement prior to the Commencement Date and at our sole discretion where we have any commercial, technical or operational reasons for not providing you with the Home Phone Services and/or Broadband Services and you shall not be entitled to compensation of any form whatsoever where we have exercised this right in respect of our failure to supply the Services or otherwise.

6.1.4. In the event your Broadband Service from us is terminated at any time for any reason, then you will need to pay any charges which may be payable where we have provided you with any free Equipment and/or early termination fees payable where you cancel your Agreement within the minimum contract term.

6.2. Home Phone and Broadband Services

6.2.1. We may suspend the Home Phone Services and/or Broadband Services, including for scheduled periods of downtime, where necessary for operational reasons such as repair, maintenance or improvement of the service 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 these Services. We will restore the Home Phone Services and/or Broadband Services after suspension as soon as we reasonably can.

6.2.2. Our Home Phone and Broadband Services are provided to many customers and we owe them a duty as a whole to preserve our network integrity and to avoid network degradation. We don't measure and shape traffic. However, our network supplier may consider it necessary, in limited circumstances, to change the services, or manage the use of, or access to, the services as they see fit. This may impact the quality of the Services.

6.2.3. We cannot be responsible for any fraudulent or unauthorised use of your Home Phone Service or Broadband Service or for the proper safeguarding or security of these Services.

6.2.4. We may set a credit limit on the value of the call or data charges you can incur using the Home Phone Service and/or Broadband Service at any time. 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 be liable for all relevant charges.

6.2.5. Any fixed monthly charges will be billed up to the end of the month in which the Bill is produced, and any call charges will be billed monthly in arrears; this means that the first Bill that you receive could include up to seven weeks of your fixed monthly charges, calculated on a pro-rata basis.

6.3. Home Phone Services

6.3.1. Our Home Phone Service will be provided automatically on any new line we install for you for our Standard Broadband or part fibre FTTC Broadband services. We are not responsible for the failure of any directory enquiry service to include or exclude any new numbers. Standard Care maintenance is included with all new lines, which can only be upgraded on a line on our Extended (BT) network.

6.3.2. If you have asked us to supply our Home Phone Service, we will take such actions as are necessary to enable us to take over responsibility for providing your entire telephone service (calls and line rental) where technically possible.

6.3.3. If we are providing our Home Phone Service, then in the event your line develops a fault, we will work on any problem that is reported to us as quickly as possible. This may require a network engineer to visit your home, and you must provide reasonable access to enable the necessary work to be carried out. This work will be carried out free of charge unless the fault is in your home's internal wiring or any equipment you have been using, in which case you will be charged by us at our standard call out rates. You will not be entitled to any compensation for loss, damage, inconvenience or additional costs you may incur resulting from any technical problems with your line other than as set out under clause 5.4.4.

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

6.4. Broadband Services

6.4.1. Fibre Broadband, Standard Broadband, and Full Fibre Broadband Services are subject to a minimum 24 month contract term and 30 days' notice thereafter or can be terminated immediately by you by migrating the Service to another provider and giving us notice (in accordance with clause 5.5.4) or cancelled otherwise in accordance with the Agreement. If the Service is disconnected for any reason within the minimum contract term, you may incur further charges relating to the termination of your Home Phone (if applicable) and Broadband Service as set out in the tariff guide.

6.4.2. The provision and type of Broadband Service is subject to availability. If we cannot provide our Broadband service on your line, for example because you are not connected to a local BT exchange that has been upgraded, we will notify you as soon as possible.

6.4.3. Except for our Full Fibre Broadband and SOGEA Broadband (Fibre 40 and Fibre 80), our Broadband Service is only available as a new service if we are also supplying your Home Phone Service. If your Home Phone Service is disconnected at any time your FTTC Broadband Service will be automatically terminated and you will be required to pay any early termination fees that may apply. If you are taking our standard Broadband Service and your Home Phone Service is cancelled for any reason, your standard Broadband Service will be subject to an ongoing surcharge (as set out in our tariff guide) while we continue to make the standard Broadband Service available for you.

6.4.4. Save where provided by us, you are responsible for providing any items of hardware or equipment necessary to enable you to access the Broadband Service.

6.4.5. You must have a fibre compatible n-range router to use our Fibre or Full Fibre Broadband service. We cannot guarantee that the Service will work if you are using your own router.

6.4.6. During installation your phone line may be disconnected which will temporarily disrupt your Home Phone Service and Broadband Service.

6.4.7. You can switch between our Fibre Broadband tariffs or between our Full Fibre Broadband tariffs. This means we will not charge you for switching between certain tariffs but you may only do so once in any six month period.

6.4.8. Our Broadband Service(s) are designed for normal household usage. We reserve the right to restrict capacity, reduce speed or withdraw service from you where we have reasonable cause to believe the Broadband Service is not being used for normal household usage, or in any other way which may adversely affect the performance of the Broadband Service for other users, at our sole discretion.

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

6.4.10. 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 Broadband Service may place online at any time at our sole discretion. We do not generally monitor the content of information sent and received using the Broadband Service, however we reserve the right to do so if we consider it to be necessary.

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

6.4.12. Residential customers who are new to UW and select Broadband as a Service at initial sign up will be charged a fixed monthly price, as per our Tariff Guide, for the duration of their 24 month fixed contract term. The fixed monthly price will increase by £4 per month on 1 April each year during the 24 month minimum term. An annual increase may be applicable on 1 April each year after the minimum term, however the value of any such increase is subject to change. The pricing excludes additional charges such as routers, postage and packaging, installation costs, and any call charges, calling features and call bundles.

6.5. Broadband speed information

6.5.1. When you order any Broadband Service, you'll receive an order confirmation notice from us that will include estimates of the following speeds that you can expect:

6.5.1.1. normally available download and upload speed;

6.5.1.2. minimum guaranteed download speed;

6.5.1.3. minimum upload speed;

6.5.1.4. maximum upload and download speed; and

6.5.1.5. advertised (headline) upload and download speeds (if we've included them in our advertising).

6.5.2. When we process your application for Broadband 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 guaranteed download speed stated for Broadband we will not continue with your application.

6.5.3. We'll try to ensure you get the estimated speeds; however, we can't guarantee this. It may take up to two weeks from installation for your speeds to stabilise. If, after this period, your download speed regularly falls below the minimum guaranteed download speed on a daily basis for at least three successive days (whether continuously or intermittently) we'll try to fix the problem, and you must follow our reasonable instructions when we try to do so (including how to measure the relevant download speed on your line).

6.5.4. If after 30 days following your reporting of the problem to us, your download speed still regularly falls below the minimum guaranteed download speed, you may cancel the service without penalty.

6.6. Emergency services

6.6.1. Access to the Emergency Services is available by dialling 999 or 112 from your landline. Unless you have Digital Home Phone, the Full Fibre Broadband and SOGEA (Fibre 40 and Fibre 80) Broadband Service does not include a landline.

6.6.2. We will inform the emergency services of the caller location information of the address you asked us to provide the service at in the event of an emergency call.

6.6.3. If your landline experiences a fault it may not be possible to contact the Emergency Services.

6.6.4. If you are using the Internet Phone service or our Digital Home Phone service and your landline or broadband experiences a fault it may not be possible to contact the Emergency Services.

6.6.5. If you are using the Internet Phone service or our Digital Home Phone service and you experience a power failure to your broadband router or ATA adaptor, it may not be possible to contact the Emergency Services. You should ensure you have an alternative means of contacting the Emergency Services available at all times (for example, a mobile phone).

6.6.6. If you are using the Internet Phone service or Digital Home Phone service and move the ATA adaptor to use it at a different address it is your responsibility to notify us so that in the event of an emergency call, the emergency services can be made aware of the address to respond To.

6.7. Routers

6.7.1. You may rent or buy the UW Wi-Fi Hub router from us. In addition, you may also choose to rent eero router(s) from us (subject to the below terms). Router specifications and rental and purchase prices are detailed on our website. You will be responsible for paying postage and packaging at the prevailing rate for any routers bought or rented from us and this charge will be added to your monthly bill. Routers rented from us remain our property.

6.7.2. eero devices are subject to the following terms:

6.7.2.1. eero devices may only be rented from us.

6.7.2.2. Details of the amount of eero devices you may rent and any other routers you must rent in addition to the eero devices will be specified during our ordering process.

6.7.2.3. You may only rent eero devices from us when you take our Broadband service and at least one other Service from us (the 'eero Requirement'). If you do not meet the eero Requirement, we may stop renting the eero devices to you and, on our request, you must return the devices to us using recorded delivery at your own expense. If you fail to return the devices to us within 30 days of failing to meet the eero Requirement, and you have taken our Broadband service for less than two years, you will be charged £100 for each eero device. If at the point you fail to meet the eero Requirement you have taken our Broadband service for two years or more, you will be charged in accordance with our tariff guide. We reserve the right to remotely disable the functionality of any eero device that is not returned to us in accordance with this clause.

6.7.2.4. eero devices are locked to our network.

6.7.2.5. All eero devices you rent from us must be connected to the same home network at the Property at which we provide Broadband Services.

6.7.2.6. We may facilitate the provision of a mobile application and other software services to be used in conjunction with eero devices (the "eero App"); such services will be provided by eero LLC or its affiliates ("eero"). The eero App will be subject to the terms and conditions and privacy policy of eero, further details can be found at **eero.com**.

6.7.2.7. If we stop supporting or making eero devices available to customers, or otherwise have a reasonable commercial or operational reason to do so, we may require you to return your eero devices to us at your cost. If we require you to return your eero devices, you must return your devices within 30 days and we will provide you with an alternative router(s) that we reasonably consider provides a similar or better service.

6.7.3. All routers supplied by us come with a lifetime warranty for as long as you take our Broadband service. If we have supplied a router to you which develops a fault, then we will provide a free replacement for as long as you take our Broadband service.

6.7.4. In relation to eero devices, if we stop supporting or making eero devices available to customers, we will provide you with an alternative router(s) that we reasonably consider provides a similar or better service. We will not provide a free replacement where the fault is caused by loss, theft or physical damage. In addition, we reserve the right to refuse to provide a free replacement and charge you for any eero device where the eero device has been: altered or modified; used outside the intended or proper use described in the eero App or any accompanying material; used in conjunction with equipment not provided by us (including, but not limited to, the power supply); used with a version of the eero App that has been altered or modified; or where any label on the eero device has been removed or altered.

6.7.5. You must return the faulty router to us within 30 days of informing us of the fault, using recorded delivery and we will pay the cost of postage and packaging. If you fail to return the faulty router to us within 30 days of informing us of the fault, you will be charged the full retail price of the router on your next bill after the 30 days has expired.

6.7.6. Customers who joined before 17 January 2022 may upgrade to a UW Wi-Fi Hub router at any time, subject to you paying the postage and packing costs of us sending the new router to you (which will be added to your next monthly bill) and you organising at your cost the return of the old router. Where you are renting the router, the new rental charges will apply from the date the upgraded router is provided to you. If you fail to return the old router to us within 30 days of receiving the upgraded router, you will be charged the full retail price for the old router on your next bill after the 30 days has expired.

6.8. Set up of the Broadband Service

6.8.1. In order, set up an account and to identify authorised Designated Users you must be at least 18 years of age.

6.8.2. You acknowledge that you are aware that areas accessible on or through the Broadband 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 Broadband Service.

6.8.3. You are responsible for ensuring that no unauthorised access is obtained to the Broadband Service through your account.

6.8.4. 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.

6.9. Home Phone and Broadband home movers

6.9.1. If you move home and ask us to supply our Home Phone Service at your new address, then it will be subject to a minimum contract term of 12 months; an early termination fee, as set out in our tariff guide, will be charged if this Service is cancelled within the minimum contract term.

6.9.2. Where we have been supplying you with a Broadband Service for less than 12 months, then in the event that you move to a new address and ask us to provide your Broadband service at your new property, we will charge you an administration fee as set out in the tariff guide.

6.9.3. If you are moving house and wish to retain your Broadband Service, you will only be able to do so if the local BT exchange at your new home has been upgraded. 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 Service (and Home Phone if applicable) to your new home, or are unable to do so, you will be required to pay any early termination fees that may apply.

6.10. Home Phone and Broadband miscellaneous

6.10.1. It is your responsibility to cancel any Call Discount Options which you no longer require.

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

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

6.10.4. There is a special helpline **0333 777 0777** for technical support for the Home Phone Services and Broadband Services. Please note that we can only provide technical support relating to our Broadband Services (including any line faults which affect your Home Phone service), and hardware or software provided by us.

7. CallMe (0800) freephone

This clause applies to CallMe (0800) Service and is in addition to the clauses applicable to all Services and to the clauses applicable to Communication Services.

Definitions

These definitions are in addition to those set out at the beginning of the terms and conditions and apply when we are talking about CallMe (0800) freephone.

'Freephone number' means the 0800 telephone number allocated to enable you to use our CallMe (0800) Service.

7.1. Duration

7.1.1. This Agreement will commence on the date that you agree to the terms that we offer you (whether by accepting them online or via our Customer Services or Sales Teams or by using the service) and will continue unless cancelled by either of us in accordance with the Agreement.

7.1.2. We reserve the right to cancel this Agreement prior to the allocation of your Freephone number and at our sole discretion where we have any commercial, technical or operational reasons for not providing you with the Services and you shall not be entitled to compensation of any form whatsoever where we have exercised this right in respect of our failure to supply the Services or otherwise.

7.2. CallMe (0800) freephone Services

7.2.1. Upon receipt of a telephone call which has been made to the Freephone number allocated to you, we will use all reasonable skill and care to deliver it to the telephone number requested by you in your original application (or as subsequently amended by agreement between us). We will use our reasonable endeavours to implement any change to the telephone number to which your calls are being delivered within three Working Days from receipt of a written request from you. You are responsible for informing us of all changes to the telephone number to which you wish the Service to deliver your calls. In the event that you do not inform us that this telephone number has changed, you will still be liable for all charges associated with the Service.

7.2.2. We may withdraw any Freephone number from you on 30 days' notice if such number has not been used during a period of 90 consecutive days.

7.2.3. We reserve the right to end the Service without notice if we have reason to believe that you no longer own or are no longer using the telephone number to which we are delivering the Service.

7.2.4. You will give us not less than 30 days' written notice prior to television or other mass market advertising of the Freephone number allocated to you, and provide us with a forecast of the expected number of calls. We shall use reasonable endeavours to route the forecast calls in full but we shall not be liable for any failure to route the calls to your line provider, or their failure to route such calls to you.

7.2.5. It is your responsibility to obtain and use any equipment you may need, and to ensure such equipment is approved for use on a public telecommunications network, in order to enable us to provide the Freephone Service to you.

7.2.6. If you incur costs in printing or advertising the Freephone number allocated to you before such time as you have tested the Freephone number and successfully received a call, that expenditure is at your own risk, and we will not be liable for any losses resulting from difficulties and delays in connecting the Freephone number.

7.2.7. If you request us to provide additional routing features or any other Services in addition to our standard Freephone Service, we will use our reasonable endeavours to provide them. Any such additional features or services may be subject to both an initial charge and an additional monthly line rental, and it may be necessary to change the Freephone number allocated to you in order to provide the additional features or services you have requested.

7.2.8. On connection of the Freephone number allocated to you (or at any time later on), we may set a credit limit on the amount of call charges you may incur. As our billing system is not updated instantly when you make a call, you may exceed the credit limit, but if this happens, you will still be liable for all call charges.

7.2.9. It is unlikely, but we may need to change the Freephone telephone number allocated to you from time to time, or to use a different network or carrier. We will let you know if this is going to affect you.

7.3. Miscellaneous

7.3.1. If you wish to move the Freephone number to an alternative reseller or carrier and that reseller or carrier confirms to us that they are willing to accept such a transfer, we will charge an administration fee which must be paid by you before we will transfer the number.

8. Mobile (including Mobile Broadband)

This clause applies to Mobile Services and is in addition to the clauses applicable to all Services and to the clauses applicable to Communication Services.

Definitions

These definitions are in addition to those set out at the beginning of the terms and conditions and apply when we are talking about Mobile.

- **'Mobile'** means the use of the mobile Services provided to you by us.
- **'PAC'** means porting authorisation code.
- **'SIM card'** means the Subscriber Identity Module which enables you to use the Mobile services when inserted into a compatible mobile device.
- **'STAC'** means service termination authorisation code.
- **'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.

8.1. Duration

8.1.1. This Agreement will commence on the date that you agree to the terms that we offer you (whether by accepting them online or via our Customer Services or Sales Teams or by using the service) and will continue unless cancelled by either of us in accordance with this Agreement. If we licence a mobile handset to you which is still within the minimum contract term and you cancel the Mobile Service or transfer your Mobile Service to an alternative provider, then an early termination fee for your handset may apply, see clause 8.6 below.

8.1.2. The Commencement Date for any Service shall be the date that such Service is made available to you.

8.1.3. We reserve the right to cancel this Agreement prior to the Commencement Date and at our sole discretion where we have any commercial, technical or operational reasons for not providing you with the Service(s) and you shall not be entitled to compensation of any form whatsoever where we have exercised this right in respect of our failure to supply the Service(s) or otherwise.

8.1.4. Unless cancelled earlier in accordance with this Agreement, we grant you a licence to use the handset you have selected (if applicable) for the applicable minimum contract term. After the minimum contract term, the handset will be dealt with in accordance with clause 8.6 below.

8.1.5. The monthly line rental for the Mobile 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(s) if earlier.

8.1.6. In the month in which you are connected, your monthly allowance for calls and data and the line rental charge will be pro-rated.

8.2. Mobile Services

8.2.1. Our Services are provided to many customers and we owe them a duty as a whole to preserve our network integrity and to avoid network degradation. We don't measure and shape traffic. However, our network partner may consider it necessary, in limited circumstances, to change the services, or manage the use of, or access to, the services as they see fit. This may impact the quality of the Services.

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

8.2.3. We do not accept any responsibility if any of the additional features are not supported by us, or the network provider we use and/or your mobile phone.

8.2.4. We will provide you with a SIM card free of charge to enable you to use the Service. It may have been programmed so that you will not be able to use premium rate calls, paid or non-paid for facilities. We may agree to make these facilities available after making credit checks and we may ask you to pay a reasonable deposit as security against any monies you may owe us in the future prior to allowing you to make such calls or make use of such facilities.

8.2.5. Any fixed monthly charges will be billed in advance up to the end of the month in which the Bill is produced. Any usage charges not included within your price plan allowance will be billed monthly in arrears; the first Bill that you receive could include up to seven weeks of your fixed monthly charges, calculated on a pro-rata basis.

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

8.2.7. Any Mobile coverage maps are our best estimate but not a guarantee of service coverage which may vary.

8.2.8. You must not reverse the charges on any telephone call or accept a reverse charge call.

8.2.9. Use of our mobile service is subject to a residential fair usage policy see **Residential fair usage policy**. Where unlimited data is included in the price plan you have chosen, a usage cap of 500GB applies. See the Fair Usage Policy for more details.

8.2.10. If you have selected a plan with an unlimited minute allowance 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 5p per minute.

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

8.2.12. Our Mobile Service is subject to a fair usage policy in the UK and whilst roaming. Under certain circumstances this may result in:

8.2.12.1. A mobile service being temporarily suspended in the UK or whilst roaming.

8.2.12.2. Limiting the amount of mobile data which may be used.

8.2.12.3. Additional surcharges for use of a Mobile Service in the UK or whilst roaming.

8.2.12.4. For full details of our fair usage policy visit **UW terms and conditions**.

8.2.13. For full details of our roaming charges please see our residential Tariff Guide and Residential fair usage policy.

8.2.14. Our Mobile Service may be supplied with an international call and roaming bar. We will set a default billing cap on data roaming of £54. We will send you a text and bar data roaming as soon as we become aware that your expenditure on roamed data has reached £54. This bar will remain in place until the next billing period, unless you explicitly instruct us to opt out of the cap and remove the bar.

8.2.15. To cap your usage and manage your expenditure, we offer free Budget Control and International Call Cap features. Budget Control caps your monthly expenditure (excluding international calls) at the cost of your monthly price plan unless you add credit to the account by making a top up. International Call Cap allows you to put in place a cap to limit the amount you spend on international calls. International calls will be charged on your monthly Bill from us and not deducted from any Budget Control credit added to the account. Once the caps are reached and/or credit is used, any paid for facilities will be barred. Budget Control is not available to customers using a BlackBerry.

8.2.16. All price plans block unsolicited spam email (unauthenticated Simple Mail Transfer Protocol (SMTP) email) whilst in the UK and abroad.

8.2.17. If you have selected our Budget Control Option:

8.2.17.1. Your mobile Bill will automatically be limited to the cost of your price plan (per mobile number).

8.2.17.2. If you wish to make calls, texts or use mobile data outside of your price plan, you can top-up via your account online, UW app or by dialling 150.

8.2.17.3. You can change your price plan to amend your budget control limit, or remove it by contacting us.

8.2.17.4. Budget Control billing limit does not include other charges such as international calls, Mobile handset licensing charges, one off charges (e.g. administration charges / delivery charges / late payment / non direct debit charges), or early termination charges.

8.2.17.5. Any changes you request to your price plan will take place from the first of the following month. If you cancel Budget Control or move to a different price plan, you may lose any unused 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;

8.2.17.6. You can only charge top-ups to your UW account ('pay later top-ups') if 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.

8.2.18. 'SIM only' customers 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 unlock your handset before you can use our Service.

8.2.19. Customers requesting a mobile phone must provide valid debit or credit card details which are registered at their home address; a handset(s) will not be supplied if this information has not been properly completed or we are unable to validate the payment card details.

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

8.2.21. If you request to change to a different Mobile price plan, then the new price plan will become effective on the 1st of the month following the date on which we process your request, or at your option if you are moving to a price plan with a higher fixed monthly charge, the 1st of the month preceding the date on which we process your request.

8.2.22. If you have selected one of our unlimited tariffs, then the first SIM added to your account will become the 'primary SIM' and the full monthly tariff detailed in our price plan will apply. When you have a primary SIM, a maximum of four additional SIMs may be added to your account at a discounted monthly tariff detailed in our price plan. Any other SIMs added will be charged at the full monthly tariff detailed in our price plan. If the primary SIM is terminated for any reason, then on termination, one of the additional SIMs will automatically become the primary SIM and the discounted monthly tariff will cease to apply to that SIM. To benefit from the discount the 'primary SIM' and additional SIMs must be on the same tariff i.e. all Unlimited, all Unlimited+, all Unlimited Max, all Unlimited 26 or all Go Unlimited. You cannot have a mix of Unlimited, Unlimited+, Unlimited Max, Unlimited 26 or Go Unlimited SIMs on the same account.

8.2.23. We reserve the right to increase our roaming, international calls and SMS retail charges upon notification of an increase in the corresponding wholesale charges by our mobile network supplier. Any increase of the retail charges will be linked to the increase in the wholesale charge and will not happen more than quarterly. We will give you at least one month's notice of any such increase. If a particular increase in the retail charge is of material detriment to you, you have the right to cancel your contract and leave without paying any early termination fees.

8.2.24. To access 4G/5G services you need to have a compatible device, complete any necessary software updates and be in an area that has 4G or 5G coverage. To access 5G you also need to take either our Unlimited+, Unlimited Max, Unlimited 26, Go Unlimited or Go Essential tariff. There may be times when Mobile Services aren't continuously available,

or the quality is affected. For more information about coverage, go to **UW - Mobile coverage**.

8.2.25. Go Essential and Go Unlimited tariffs are available to new mobile customers only from 12 September 2026.

8.3. Emergency services

8.3.1. Access to the Emergency Services is available by dialling 999 from your mobile (and 112 whilst roaming in the European Union).

8.3.2. We do not receive the caller location information in the event of an emergency call made from a mobile or FreeCall app.

8.3.3. If your Mobile service experiences a fault, or loses signal it may not be possible to contact the Emergency Services.

8.3.4. If you are using the FreeCall app and your mobile/the app experiences a fault it may not be possible to contact the Emergency Services.

8.3.5. If you are using the FreeCall app and you have no WiFi or mobile data connectivity, it may not be possible to contact the Emergency Services.

8.4. Loss of mobile phone

8.4.1. If your mobile phone 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.

8.5. Mobile Broadband Service

8.5.1. Customers who have applied for our Mobile Broadband service may request a free Pocket Wireless Router ('PWR') to use with this Service. Where we have provided a free PWR, then our Mobile Broadband Service will be subject to an early termination fee set out in the tariff guide if the Service is cancelled for any reason within 24 months of the Commencement Date.

8.5.2. You will be charged for any data used (by uploading or downloading) in excess of your monthly allowance at the rates shown in our Tariff Section in the Tariff Guide for Mobile Broadband while on our UK network; using data while roaming overseas may be expensive. Any such chargeable data will be billed monthly in arrears.

8.6. Minimum contract term (if applicable) & cancellation

8.6.1. 'SIM only' connections are subject to 30 days' notice of termination by you or us, or can be terminated immediately by you by migrating the Service to another provider using the industry agreed mobile switching process or cancelled otherwise in accordance with this Agreement.

8.6.2. Subject to meeting our credit checking requirements (which may require you to pay us a deposit), in exchange for entering into a minimum contract term, Mobile customers may be licensed a mobile handset with no upfront payment. An early termination fee will be payable if, before the expiry of the minimum contract term:

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

8.6.2.2. you successfully transfer your Mobile Service to an alternative provider;

8.6.2.3. you lose or damage the handset we licensed to you and wish to terminate the Service rather than sourcing an alternative handset to use in its place; or

8.6.2.4. you wish to upgrade to a different handset.

8.6.3. If you want to retain your handset when you switch your Mobile Service to another provider, we will charge you an early termination fee. This 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 licensing charge applicable to the mobile phone we supplied to you (as shown in the relevant mobile handset guide on that date). On expiry of the minimum contract term or payment of the early termination fee, provided your account is not in arrears, we will gift the mobile phone that we previously licensed to you and you will not need to return such mobile phone to us pursuant to the Agreement. We retain the title to the mobile phone we licence to you until it is gifted pursuant to this clause. After we gift the mobile phone to you, the monthly handset licensing charge will end.

8.6.4. Handsets can only be upgraded within any minimum contract term by paying the applicable early termination fee.

8.7. Miscellaneous

8.7.1. If you decide to transfer your mobile service to an alternative provider you may commence the switch by requesting from us either a porting authorisation code (PAC) to keep your number or a service termination authorisation code (STAC) to change your number. Your service with us will end on the day the PAC or STAC is successfully used by your new provider to transfer the service. If we have provided a mobile handset to you which is still within the minimum contract term and you move your service to an alternative provider, then you will need to pay an early termination fee in accordance with clause 8.6.

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

8.7.3. When you terminate your Mobile Service with us, you may request a refund of any positive credit balance you have on your Budget Control Plan. We reserve the right to charge you for this request, details of which are set out in our Tariff Guide.

9. Gas & Electricity Supply

This clause applies to Energy Services and is in addition to the clauses applicable to all Services.

Definitions

These definitions are in addition to those set out at the beginning of the terms and conditions and apply when we are talking about Energy.

- **'Connection Point'** means the location(s) at your Property where the gas or electricity supply networks (as applicable) are connected to your meter(s).
- **'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.
- **'Energy'** means gas and/or electricity supply.

- **'Energy Bill'** means the invoice(s) you will receive from Utility Warehouse for your Energy services, acting on behalf of Electricity Plus Supply Limited and/or Gas Plus Supply Limited; these will be produced on a monthly basis unless otherwise agreed between us (excludes prepayment meter(s)).
- **'EV Tariff'** means our variable rate electricity tariffs for customers with electric vehicles.
- **'Fixed Tariff'** means our fixed rate Energy tariffs.
- **'Ofgem'** means the body known as the Office of Gas and Electricity Markets.
- **'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, and certain Tariffs are only available whilst customers continue taking the associated bundle of Services from us.
- **'Tracker Tariff'** means our variable rate Energy tariffs which track the Government's price cap at a set discount.
- Any references to **National Grid Gas** includes the appropriate independent gas transporter if applicable.

9.1. Parties

9.1.1. The Agreement for the supply of gas and/or electricity is between:

9.1.1.1. You (the customer); and

9.1.1.2. Electricity Plus Supply Ltd (for the supply of electricity; and

9.1.1.3. Gas Plus Supply Ltd (for the supply of gas).

9.1.2. In entering into this Agreement you confirm that you are using your Energy wholly or mainly for domestic purposes.

9.1.3. 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).

9.1.4. 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 9.12 below.

9.2. Duration and start date

9.2.1. This Agreement will start on the date that you agree to the terms that we offer you (whether by accepting them online or via our Customer Services or Sales Teams) 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.

9.2.2. 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 unless we are able to take a reading from a compatible and fully functioning smart meter that is already installed at the Property.

9.2.3. If we are taking over your Energy from another supplier, we will aim to transfer your services to us as soon as reasonably possible within two to five working days, unless:

9.2.3.1. you ask us to delay the switch;

9.2.3.2. you inform us that you no longer want us to become your new supplier;

9.2.3.3. your current supplier objects to the switch;

9.2.3.4. we do not have all the information we need to complete the switch and we have been unable to obtain the missing information; or

9.2.3.5. something happens to prevent us from completing the switch which is outside our control.

9.2.4. If the switch 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 switch as soon as reasonably possible.

9.2.5. By placing your order with us, you confirm that you want your Energy to start within the cooling off period.

9.3. Energy Services

9.3.1. This Agreement only applies where your Property is connected to the gas network (for gas) and/or to your local distribution network (for electricity).

9.3.2. 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 case we will not be liable for any loss or damage incurred due to such interruption. We will 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 licences.

9.3.3. 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 be possible for the period, we may base our Energy Bill on our reasonable assumption of your consumption of Energy taking into account previous or subsequent consumption levels recorded at the Property. If you dispute the accuracy of the metering equipment and request we carry out accuracy tests, then if the relevant metering equipment is found to be within the acceptable limits of error as prescribed by the industry agreements that we operate, you will bear the cost of the test; if the meter is found to be faulty then we will bear those costs, along with those of replacing or recalibrating the meter.

9.3.4. You must allow access to any of our authorised employees or agents to install, read, repair, certify or change the electricity or gas meter(s) (including smart 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 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 9.11. 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.

9.3.5. 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.

9.3.6. You remain responsible for all the pipes, wiring and equipment that are on the Property side of your meter(s), as well as any external boxes which house your meter(s). You must ensure that these are kept in good order at all times.

9.3.7. In relation to the supply of electricity, you 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 9.6.

9.3.8. 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.

9.3.9. 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 of Connection (NTOC) and agree to keep its conditions. This will happen from the time you enter into this Agreement and it affects your legal rights. The NTOC 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 NTOC 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**.

9.3.10. Energy only customers who are tenants and take our Value tariff agree to, where eligible, the installation of a smart meter. You still qualify for this tariff if you already have a smart meter or it is not currently possible to install a smart meter at the supply address. If you refuse to have a smart meter installed you may not be eligible for our full range of products and services, this may include specific smart meter tariffs which may be cheaper. This does not apply to customers on a deemed Value tariff or to owner-occupied premises.

9.4. Energy payment and charges

9.4.1. 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 region your meter(s) are located in, the way you have chosen to pay, whether you receive a paper Bill (paper billing charges do not apply to customers who solely receive energy services), 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; you can find it and all other applicable charges on our website at www.uw.co.uk.

9.4.2. We will produce a monthly Energy Bill or statement in respect of the Energy supplied to your Property, except where a prepayment meter has been installed or we have agreed otherwise in writing with you.

9.4.3. For prepayment meter customers, we will produce an annual statement in respect of the Energy supplied to your Property. On each Energy Bill or statement we send you, we will include key information about your Tariff, your charges and your Energy usage along with information (if applicable) about any cheaper tariffs we may have available at that time. When we produce your Energy Bill or statement we will use an actual meter reading if this is available (whether provided to us directly by you, or indirectly by a meter reading agent working on our behalf, or remotely from your smart meter), provided we do not consider any such reading to be erroneous; if no actual meter reading is available, then we will calculate a reasonable estimate of the Energy usage at your Property. You agree to pay the cost of your estimated or actual usage as applicable. If we have used an estimated reading, and you subsequently provide a meter reading to us that we reasonably consider accurately reflects the amount of Energy you have used, then we will use this in calculating your next Energy Bill. We or any person or company we authorise will read the meters from time to time.

9.4.4. Subject to the exceptions in clause 9.4.5, in each Energy Bill or statement in respect of the Energy supplied to your Property, we will not include charges for Energy, including any related standing supply charges, which we have supplied to you, where those charges are in respect of Energy supplied to your Property more than 12 months before the date of the relevant Bill or statement.

9.4.5. Our obligation in 9.4.4 does not apply:

9.4.5.1. Where the charges were included in a Bill or statement in respect of the Energy supplied to your Property prior to 1 May 2018;

9.4.5.2. Where the charges were first included in a Bill or statement in respect of the Energy supplied to your Property less than 12 months after the date on which the Energy was supplied to your Property;

9.4.5.3. In respect of any recovery action arising from Bills or statements in clauses 9.4.5.1 and 9.4.5.2; and/or

9.4.5.4. Where we have been unable to produce a Bill or statement or obtain an actual meter reading due to your obstructive or manifestly unreasonable behaviour.

9.4.6. We may also charge you for our reasonable costs associated with:

9.4.6.1. The disconnection and reconnection of your Energy supply;

9.4.6.2. Visits undertaken in respect of our statutory rights of entry;

9.4.6.3. Charges relating to removing, inspecting, reinstalling, testing, installing a meter or changing the position of a meter; and

9.4.6.4. Charges in relation to providing a new connection.

9.4.7. 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.

9.4.8. If we owe you money (excluding any Budget Plan credit balance which relates solely to the seasonal nature of your annual usage, or a deposit we are legitimately holding as security against non-payment by you for the Services, or any credit balance on an estimated final Bill), this will generally be refunded to you automatically; if we fail to do so for any reason, it will be refunded on request.

9.4.9. Each Bill we produce is due for payment 48 hours after it has been dispatched to you and to avoid any extra charges for late payment, must be paid no later than the last Working Day of the month in which they were produced (or by the agreed collection date for your direct debit if later), unless you are paying for your Energy using a prepayment meter(s).

9.4.10. 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, install prepayment meter(s) at your Property and/or switch your smart meter into prepayment mode. 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.

9.4.11. Where we supply a Property with multiple Energy Services (e.g. gas and electricity), you must use the same payment method for each of those Energy Services.

9.4.12. Where you choose to pay for your Energy Services using our Budget Plan payment option (see our website FAQs for further information on Energy Budget Plans):

9.4.12.1. You must pay by direct debit and maintain a valid direct debit instruction.

9.4.12.2. If you cancel your direct debit or fail to ensure you have sufficient funds in your bank account to meet any payment requests from us, we will:

9.4.12.2.1. Remove you from the Budget Plan arrangement and change your payment method (subject to notice);

9.4.12.2.2. Require immediate payment of any outstanding balance on your account; and

9.4.12.2.3. Apply our tariff pricing for customers not paying by direct debit, and this may affect the prices you are charged for using the Services and the benefits you are eligible for.

9.5. Dual Fuel Discount

9.5.1. Except where we supply you through a prepayment meter or a smart meter in prepayment mode, where we supply you with both gas and electricity at the same Property and you are on a Fixed Tariff, you will receive a dual fuel discount.

9.5.1.1. Any dual fuel discount which you are due will be divided equally between your eligible gas and electricity services, and will be continuously applied on a daily basis as a deduction from your standing charge.

9.5.1.2. Customers taking both gas and electricity from us on a Fixed Tariff, who have multiple gas and/or electricity meters on any single UW account, will only receive

any applicable dual fuel discount on one of each type of Energy supply at any single Property.

9.5.1.3. If we cease to supply you with both gas and electricity at the same Property on a Fixed Tariff, you will no longer be eligible to receive the dual fuel discount from the date on which we cease to supply you with both gas and electricity at the same Property.

9.5.1.4. For the purposes of this clause, any adjacent or adjoining properties, including any outbuildings, will be deemed to be part of the same property unless they are subject to a separate council tax charge and have their own independent gas and electricity meters.

9.6. Ending your Energy agreement

9.6.1. 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:

9.6.1.1. 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

9.6.1.2. the end of the second Working Day after you inform us of your departure.

9.6.2. You may terminate this Agreement at any time by giving 28 days' notice in writing, except where you have a Fixed Tariff or Tracker Tariff in which case the additional terms and conditions of that tariff will apply. 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 Bill or estimated final Bill and the next meter reading we are supplied for the Property. If an estimated final Bill results in a credit balance, we have the right to withhold any credit until we receive an accurate actual meter reading to which we can close the account. You may also have to pay an exit fee if it applies to your Agreement and/or Tariff.

9.6.3. If you want to switch your Energy supply to a new supplier, we can prevent this switch if:

9.6.3.1. you tell us that you have not entered into a contract with another supplier and you want to prevent the switch; or

9.6.3.2. there is an overdue amount on your account that is not in valid dispute; or

9.6.3.3. your proposed new supplier agrees that the switch was a mistake; or

9.6.3.4. where you have more than one meter for any type of Energy, your proposed new supplier does not apply to switch all such related meters at the Property on the same day. We will take all reasonable steps to send you your final Bill within six weeks of the switch to your new supplier being completed.

9.6.4. We may terminate this Agreement:

9.6.4.1. 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

9.6.4.2. If we lose our licence to supply you Energy; or

9.6.4.3. If the supply is cut off because it is no longer needed.

9.6.5. 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 the switch has occurred. We reserve the right to apply a reasonable surcharge in such circumstances.

9.6.6. 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.

9.6.7. 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.

9.6.8. If you fail to pay the final Bill 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.

9.7. Variation of your Energy agreement

9.7.1. If you ask us to make a change to this Agreement that will increase the price you pay, or is to your disadvantage in some other way, then we will inform you of the impact of the change that you have requested.

9.7.2. We may change our terms, prices, discounts, which tariff you are on, or the way we charge you for your Energy, at our discretion; if you are on a Fixed Tariff or Tracker Tariff, our discretion to make such changes will always be subject to any specific terms applicable to that tariff. Save for Fixed Tariffs and Tracker Tariffs, if we increase our prices, or make any other changes to the terms of this Agreement which are disadvantageous to you, we will give you advance notice before the proposed change will take effect (except when the change is as a result of a change of payment method or outstanding charges, as explained below). The notice we give you will set out:

9.7.2.1. The proposed change and when it will take effect;

9.7.2.2. The reason for the change;

9.7.2.3. The effect of the change;

9.7.2.4. Any material new or different terms that will apply to your Agreement;

9.7.2.5. Where to find impartial advice about switching your energy supplier;

9.7.2.6. Things you may be able to do to avoid the change; and

9.7.2.7. If relevant, our right to prevent you switching if you owe us money.

9.7.3. This change will not go ahead, if no later than 20 Working Days after the date the proposed change is due to happen, either a) we receive notice that another supplier will begin to supply Energy to your Property within a reasonable period of time and they do, in fact, do so, or b) we enter into a new Agreement with you. If, after you have received notice of change to your Agreement from us, 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 us informing you of our objection, we will not seek to prevent you switching your Energy away from us. If you do not pay the money you owe us within 30 Working Days, the change to your Agreement will take effect. On the date that the change comes into effect, we will estimate your meter

reading. We will use this estimated reading to calculate the cost of the Energy we had supplied to you prior to the change becoming effective.

9.7.4. If you seek to switch your Energy supply to another supplier and you owe us money, we may object to the switch.

9.8. Prepayment meters (excluding smart meters in prepayment mode)

9.8.1. If you have chosen to pay using a prepayment system, or if we have elected to install prepayment meter(s) in accordance with clause 9.4.10, 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.

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

9.8.3. 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).

9.9. Smart meters

9.9.1. Where you have a smart meter installed in your Property, the provisions of this clause 9 shall apply:

9.9.1.1. installation of smart meter(s) shall be at our discretion and subject to any technical and/or physical constraints which may prevent us from installing a smart meter;

9.9.1.2. we will remotely collect readings from your smart meter at the frequency notified to you or as otherwise agreed between us. We may also take readings remotely from time to time to meet the operation needs of our business or if your circumstances change, for example when you change tariff or if you switch to another supplier;

9.9.1.3. we will treat data relating to the amount of energy you have consumed in accordance with our **Privacy Notice** and **Guide to Smart Meter Readings**;

9.9.1.4. where we have provided you with an In-Home Display you are responsible for looking after it and following any reasonable instructions with regards to its use. We reserve the right to charge for any replacement In-Home Display provided to you; and

9.9.1.5. where your smart meter is in prepayment mode, you will top up your supply via your gas and electricity card, and/or using such other methods as shall be made

available by us from time to time. If remote communications with your smart meter are not working, you are responsible for keying the applicable top-up code directly into your smart meter.

9.10. Legacy Smart meter incentive payment

9.10.1. For customers who qualified for a smart meter incentive and had a smart meter installed before 1 August 2024, see our previous terms and conditions for details.

9.11. Energy Liability and exclusions

9.11.1. Subject to 9.11.2 and 9.11.4, 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 gas and electricity under this Agreement are several and mutually exclusive.

9.11.2. If you are not using the Property wholly or mainly for domestic purposes, we shall not be liable for any indirect, economic or consequential losses, damages, costs or loss of profit suffered by you of any kind however they might arise.

9.11.3. 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 prevented from the performance of an obligation under this Agreement (other than any payment obligation) due to an event or circumstance beyond its reasonable 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 or a failure of communications with any smart meter).

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

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

9.11.6. If the electricity supply to the Property is wholly or mainly used for business purposes the Distributor will only be liable to you in accordance with the limitations in clause 9.11.5 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.

9.11.7. Clauses 9.11.5 and 9.11.6 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.

9.11.8. The Distributor shall be entitled and have the ability to enforce the provisions of clauses 9.11.5, 9.11.6 and 9.11.7 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.

9.12. Assignment

9.12.1. 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.

9.13. Energy Miscellaneous

9.13.1. 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.

9.13.2. 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.

9.13.3. The Distributor reserves the right to amend any terms in this clause 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.

9.13.4. The Distributor shall be entitled and have the ability to enforce the provisions of clause 9.13.1 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.

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

9.13.6. 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.

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

9.13.8. You agree that, by entering into this Agreement, we may share any information concerning the operation of this Agreement with any companies within the Utility Warehouse Limited 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 acknowledge that your personal information may be shared for these purposes and with Ofgem as part of any government data-sharing initiative.

9.13.9. 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.

9.13.10. Should you need a new Energy supply to your Property please contact your local electricity distributor or local gas transporter for further details.

9.13.11. From time-to-time we may make Energy available on Fixed Tariffs, Tracker Tariffs or EV Tariffs; additional terms apply to these, as published on our website.

9.13.12. Additional miscellaneous terms which apply to all customers are set out at the front of this document.

9.14. Continuity of supply

9.14.1. 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:

9.14.1.1. something happens outside our reasonable control which prevents it;

9.14.1.2. 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;

9.14.1.3. the Property is disconnected or cut off from the relevant gas transporter or electricity distributor's network;

9.14.1.4. there is a danger to life or property;

9.14.1.5. the gas or electricity supply and measurement facilities for the Property are inadequate; or

9.14.1.6. the relevant gas transporter or electricity distributor prevents or prohibits us supplying the Property.

10. Bundle Benefits

Clauses 10 to 25 set out the terms and criteria for our bundle benefits.

10.1. Definitions

10.1.1. These definitions apply to clause 10 - 25.

2 Service Bundle we mean two Bundle Services.

3 Service Bundle we mean three different Bundle Services.

4+ Service Bundle we mean at least four Bundle Services.

Benefits we mean the benefits you are eligible for depending on the Bundle Services you take and the eligibility criteria you meet. When we refer to specific benefits we mean specific things, e.g. **£400 To Switch** see clause 18, **30 Days to Change Your Mind** see clause 19, **Free 'Anytime' UW Calls** see clause 20 and **Refer A Friend** see clause 21,

Bill we mean a bill produced by us for one (or more) of the services we are supplying to you.

Broadband we mean our broadband services. Where line rental (i.e. Home Phone) is required for a Broadband connection, Home Phone is included when we talk about Broadband.

Broadband Discount we explain this in clause 25.

Bundles we mean 2 Service Bundle, 3 Service Bundle or 4+ Service Bundle.

Bundle Service(s) we mean the Energy, Broadband, Mobile, Insurance services you need to take to be eligible for a Bundle or the 10% Broadband Discount. Some services are excluded, see clause 11 and 24.

Cashback Card we mean our UW cashback card.

Double Gold tariff / Gold tariff we are talking about our variable Energy tariffs, being either standard variable or EV Tariffs. We explain what we mean when we talk about these in clause 15.
Energy we mean gas and/or electricity supply.
EV Tariff we mean our variable rate electricity tariffs for customers with electric vehicles.
Fixed Tariffs we mean our fixed rate Energy tariffs.
Insurance we mean Home Insurance, Boiler & Home Cover or Income Protector. Home Insurance and Motor Insurance are not included in the definition of Insurance when we are talking about £400 To Switch or 30 Days to Change Your Mind.
Mobile we mean our SIM only mobile services apart from our legacy Value Pay and Mobile Extra tariffs.
Homeowner we explain what we mean by this in clause 22.4.3.
Property we mean the address where we supply the services.

11. How does it work?

11.1. Depending on which services and the number you take you can unlock certain Benefits. Check out clause 12 below.

11.2. You need to have the right number and type of different Bundle Services for each Bundle. For Energy and Insurance multiple or different types of the same service (i.e. gas and electricity supply, two insurance services) will be counted as one Bundle Service. For Mobile, two or more Essential, Essential Max, Go Essential, Unlimited+, Unlimited Max, and/or Go Unlimited SIMs will count as two Bundle Services, two or more legacy SIMs (including but not limited to Value and Unlimited) or a mixture of one Essential/Essential Max/Go Essential/Unlimited+/Unlimited Max/Go Unlimited and one or more legacy SIMs will count as one Bundle Service. For example, if you have one Go Essential SIM and one Value SIM or two Value SIMs this will count as one Bundle Service. If you have three Go Unlimited SIMs this will count as two Bundle Services.

11.3. The Benefits will be shown on your Bill. Make sure you read all of the information set out below carefully.

12. What benefits can you unlock?

12.1. If you take a 2 Service Bundle you can get one of our Gold tariffs, our UW Fixed tariff or our UW Tracker Plus tariff. Plus you get 30 Days to Change Your Mind.

12.2. If you take a 3 Service Bundle you can get one of our Double Gold tariffs, our UW Fixed Saver tariff or our UW Tracker Saver tariff. Plus you can get £400 To Switch, (subject to clause 18.13) and 30 Days to Change Your Mind.

12.3. If you take a 4+ Service Bundle you can get one of our Double Gold tariffs, our UW Fixed Saver tariff or our UW Tracker Saver tariff. Plus you can get £400 To Switch and 30 Days to Change Your Mind.

12.4. All UW customers can take advantage of our Free 'Anytime' UW Calls and our Refer a Friend scheme.

13. How do I get these benefits?

13.1. To receive the benefits you must have the required Bundle Services (number and type) live on your account, and meet the eligibility and Benefit criteria. Benefits are subject to availability and status.

14. What are the benefits and how do they work?

14.1. Each benefit has its own terms so we recommend you take a look at the information below. Don't forget you need to meet the conditions and the eligibility criteria to get the Benefits so please read these terms in full.

15. Double Gold and Gold variable energy tariffs

15.1. If you take a 2 Service Bundle, you can get one of our Gold tariffs. If you take a 3 Service Bundle or 4+ Service Bundle, you can get one of our Double Gold tariffs. Our Gold and Double Gold tariffs are set at a discount to the Government's price cap. With our Double Gold tariffs you get a higher discount rate. We will notify you of the applicable tariff standing charge and unit rate when you sign up and then as needed, for example after a Government price cap announcement.

15.2. The £ value of the discount displayed is for a dual fuel customer and is a projected annual saving against the Government's price cap at that time.

15.3. To be able to take our Gold tariffs or Double Gold tariffs you must be supplied on a credit meter.

15.4. If you aren't eligible for our Gold tariffs or Double Gold tariffs (because your Energy was provided by someone else, you did not have enough Bundle Services or you were on our Fixed Tariff) and you later become eligible (because you switch your Energy to us, your Fixed Tariff with us comes to an end or you add a new Bundle Service), we'll automatically move you onto the tariff you are eligible for from the date which you became eligible (applying to all consumption on that day), or otherwise as soon as possible after this. Please note that when adding a new Bundle Service, eligibility will apply from the date the new Bundle Service goes live, rather than from the date of ordering.

15.5. If you are benefiting from one of our Gold tariffs or Double Gold tariffs and cease to be eligible (for example, by cancelling a Bundle Service or Direct Debit, or if a Bundle Service you applied for fails to become live with us within 42 days), we will automatically transfer your Energy to the cheapest alternative equivalent variable tariff which you are eligible to receive from us at that time. If none is available we may, at our discretion, transfer you to our cheapest available standard variable Energy tariff for which you are eligible. This change will take effect as soon as possible after you cease to be eligible for that Gold tariff or Double Gold tariff.

15.6. You can benefit from our Gold tariffs or Double Gold tariffs on a maximum of one gas meter and up to three electricity meters at your Property.

15.7. The Government's price cap level for certain energy tariffs sets maximum prices, not maximum bills. The amount you will pay under the cap will depend on how much energy you use and how you pay for your energy. When any changes to the Government's price cap level are made, we will adjust our own tariffs to ensure we still offer the discounts from the date the new price cap level is introduced.

15.8. Homeowner requirements do not apply to this benefit.

16. Fixed Tariffs and Tracker Tariffs

16.1. If you take a 2 Service Bundle, 3 Service Bundle or a 4+ Service Bundle you can access certain of our Fixed Tariffs or Tracker Tariffs, when available.

16.2. Our Fixed Tariffs and Tracker Tariffs are subject to separate terms which you can find at **UW terms and conditions**. To get this benefit you must meet the eligibility criteria in those terms and be supplied on a credit meter.

16.3. Homeowner requirements do not apply to this benefit.

17. £50 Annual Bundle Credit

17.1. The £50 Annual Bundle Credit was withdrawn from all customers on 1 April 2025.

18. £400 To Switch

18.1. If you switch to UW and take a 3 Service Bundle or 4+ Service Bundle, if you are charged any early termination fees from your existing suppliers for switching those Bundle Services (excluding Home Insurance and Motor Insurance) to us we will credit the amount you were charged to your account, up to a maximum of £400 in total.

18.2. To apply for this credit, you must:

18.2.1. be a new UW customer;

18.2.2. have the Bundle Services required for our 3 Service Bundle or 4+ Service Bundle live on your account on the date that we verify your claim; and

18.2.3. be the homeowner. Alternatively, if you're a tenant of the Property you'll only be eligible for the credit after a fully functioning smart meter has been installed in the Property.

18.3. You can only claim the early termination fee credit for Bundle Services (excluding Home Insurance) that you switched to us and which are live on your account at the time we verify your claim.

18.4. You'll need to send us: (i) evidence of the early termination fees from your previous suppliers (the supplier or suppliers providing your services immediately before you switched them to us), and (ii) a cover message requesting reimbursement and including your name, account, number, and address, within six months of the date you signed up to UW, either by using our **Contact Us form** or by sending a letter to: Early Termination Fee Offer, Utility Warehouse, Network HQ, 508 Edgware Road, The Hyde, London NW9 5AB. Evidence of the early termination fees can be your final bill or anything that clearly shows the fees you have paid your previous supplier(s). An extract from your bank statement would not qualify.

18.5. You can only make up to two claims under this offer, so make sure you wait until you have evidence of all the charges you have incurred and submit it altogether.

18.6. A claim will only be verified by us after all applicable cancellation periods have expired. If your claim, or any part of it, is not successfully verified, the early termination fees won't be credited to your account.

18.7. Once verified by us, we'll credit the amount of any reimbursement to your account. We'll usually do this within eight weeks and it'll appear on the next monthly bill we process - you'll see it as a credit against the non-energy part of your Bill.

18.8. We won't reimburse any early termination fees in respect of services which are cancelled within cancellation periods.

18.9. The £400 To Switch is not available if:

18.9.1. you've previously had a home phone, broadband and/or mobile and where applicable, Boiler & Home Cover or Income Protector from us (either on the same or a different account);

18.9.2. you've previously received an early termination fee refund from us (either on the same or a different account); or

18.9.3. you didn't apply for all required Bundle Services (3 Service Bundle or 4+ Service Bundle) on the same date (or, for the purpose of this benefit, within 30 days of the date you applied for your first service).

18.10. For the purpose of this benefit, members of the same household shall all be deemed to be the same person.

18.11. If you cease to qualify for a 3 Service Bundle or 4+ Service Bundle within 12 months of the bill date on which you received the credit from us (excluding any temporary interruption to your services caused solely by your moving home), then you will need to repay the full amount of the early termination fee credit we applied to your account; this will appear as a debit charge on a subsequent Bill.

18.12. If your mobile contract includes both device and airtime costs in a single monthly fee, where needed, we will estimate the early termination fee for the airtime element, for example by looking at the relevant provider's tariffs and charges. The early termination fee (estimated or otherwise) for the device will not be included in this offer.

18.13. During specified promotional periods, you can get up to £200 (of the £400 total) towards the device early termination fee where both the device and airtime costs are included in a single monthly fee. If you take a 3 Service Bundle, this device element is only available where your Bundle Services include at least one Unlimited SIM. If you take a 4+ Service Bundle, this device element is available whether or not your Bundle Services include an Unlimited SIM.

18.14. In clause 18.13, "Unlimited SIM" means the unlimited-data SIM we are actively offering to new customers at the relevant time. The specific name of this SIM may change from time to time.

18.15. The requirement in clause 18.13 to include at least one Unlimited SIM in a 3 Service Bundle applies only where you placed your order for your Bundle Services on or after 12 September 2026. If you placed your order before 12 September 2026, the version of these terms in force at the time you placed your order applies to your claim.

19. 30 Days to Change Your Mind

19.1. If you take a 2 Service Bundle, 3 Service Bundle or 4+ Service Bundle you have 30 days to change your mind and cancel any of the following services - Broadband, Mobile, Energy, Boiler & Home Cover.

19.2. You can cancel with immediate effect and without penalty by notifying us within 30 days of entering the agreement for the service you wish to cancel.

19.3. You'll just need to pay for any installation costs and costs you have incurred by using these services (either up to the date of cancellation or the date you switch your services away, whichever is the latest).

19.4. Further information on cancelling your Boiler & Home Cover is set out in your policy documents, including the amount payable if you have made a claim within this period.

19.5. You must also return any equipment (complete, undamaged and in its original packaging) that was provided by us to enable you to use, or associated with, the services you want to cancel within 30 days of the date it was supplied to you. If you don't, then we'll charge you for such equipment at our then prevailing retail price.

19.6. Further information on how to notify us that you want to cancel is set out in clause 4.12.

19.7. If you cancel any services you may no longer meet the requirements for the Bundles, in which case you will no longer receive the associated Benefits.

19.8. You will still have your required 14 day cooling off period to cancel other services. Your statutory rights are not affected. See clause 4.12, and policy documents for Insurance, for information on how to cancel services not listed in this clause.

20. Free 'Anytime' UW Calls

20.1. UW customers can make unlimited free 'anytime' local and/or national calls using our Home Phone or Digital Home Phone service (or legacy fixed line telephony services, Internet Phone and/or our FreeCall app) to the landline telephone number(s) of any other UW customer, provided we are supplying the other UW customer with a fixed line telephony service on that landline number.

20.2. UW customers are also entitled to make free 'anytime' calls using our Home Phone or Digital Home Phone service (or legacy fixed line telephony services, Internet Phone and/or our FreeCall app) to the mobile telephone number(s) of any other UW customers, provided we are supplying the other UW customer with the Mobile service that is receiving the call. Free calls to mobiles are subject to a maximum of 1,000 minutes per month in aggregate; we reserve the right to charge for any excess at our published tariff for calls to mobiles.

21. Refer a Friend

21.1. Full terms and conditions for our 'Refer a Friend' scheme are available on our website at **UW terms and conditions**.

22. General Eligibility

22.1. £400 To Switch and 30 Days to Change Your Mind are available to new UW customers only.

22.2. All other Benefits are available to new and existing customers. So, if (after the 10th of the following month in which you signed up) you add a service or make changes on your account which means you become eligible for a Benefit, then we'll update your account to ensure you get the Benefits you qualify for. Likewise, if (after the 10th of the following month in which you signed up) you cancel a service or make changes on your account which means you are no longer eligible for any of the Benefits, we'll update your account to remove the Benefits you no longer qualify for.

22.3. Put simply, as long as you have the required Bundle Services on your account and meet the eligibility criteria and conditions you will continue to receive the Benefits available.

22.4. The Benefits are available to customers who meet the following eligibility criteria (remember you also need to meet the individual conditions for each Benefit – we've set these out above in clauses 14 to 22):

22.4.1. the Bundle Services for each Bundle (as shown above) must be live on your account at the time your Bill is processed;

22.4.2. you must pay by direct debit and a valid direct debit must be in place on your account at the time your monthly bill is processed (unless stated otherwise in these terms and conditions);

22.4.3. you must be the Homeowner (unless stated otherwise in these terms and conditions). This means you can only receive Benefits if the first named account holder matches the name shown on the proprietorship register on the Land Registry Title for the Property or as verified by checks we conduct. If you have just purchased and moved into the Property, we may, at our discretion, allow you to receive the Benefits for up to 90 days in

order to allow time for the Land Registry to be updated with your ownership details. If you tell us as part of the sign up process that you are the Homeowner of the Property, and we are unable to verify this with the Land Registry, we may ask you to provide alternative satisfactory evidence that you own the Property (e.g. by supplying us with a copy of a recent mortgage statement). If we have requested such evidence, and you don't send it to us, or we are unable to verify that you are the Homeowner and you have not advised us that you wish to cancel your order for the services before the end of any cooling off period, then we shall proceed with transferring all services you have requested to us - in these circumstances you will not receive any Benefits which require you to be the Homeowner (until you have provided such evidence to us or the status has been verified), and your Energy will be supplied on the cheapest alternative equivalent variable Energy tariff which you are eligible to receive from us at that time. If none is available we may, at our discretion, transfer you to our cheapest available standard variable Energy tariff for which you are eligible. If you move into a property you don't own you will no longer receive the Benefits.

22.4.4. you pay each Bill in full when they become due (other than where we have acknowledged there is a valid dispute) or by the agreed due date for your direct debit.

22.4.5. you agree to these terms

22.4.6. you are not in breach of these terms, or any other terms applicable to the products, services or benefits.

22.4.7. only Energy services being supplied using a standard credit meter (i.e. not prepayment or a meter which measures electricity being generated by you) will be counted as a Bundle Service; and

22.4.8. all the Bundle Services must be supplied at the same Property and be on the same UW account. If you have two Properties on the same UW account, provided the account billing address matches one of the Property addresses, we'll allocate the services on the account to the properties based on the supply address we have recorded on the account, or at our sole discretion for services without a supply address. Depending on the number and type of services, and how they are allocated to each Property, provided you meet the eligibility and Benefit criteria you may still be eligible for the Benefits.

22.5. Our Benefits that require an energy service are not available to customers living in Northern Ireland.

22.6. Eligibility for the Benefits is reviewed when we process your Bill each month.

22.7. If you fail to meet the eligibility requirements and the conditions you will no longer receive the Benefits and will be charged our standard price, as set out in our Tariff Guide and Charges Guide.

23. New Customers

23.1. For new customers, the Benefits will automatically be applied to your account from the date you sign up. In the event the Bundle Services have not become live with us within 42 days of the date you sign up to UW, you will immediately cease to be eligible for any further Benefits associated with that Bundle (until such time as you have the requisite live Bundle Services with us), and we reserve the right to reclaim any Benefits provided to you.

24. Availability

24.1. Our Benefits are subject to status and availability. We may remove, replace or change any of these Benefits, at any time at our sole discretion, but we'll give you 14 days notice of any material changes.

24.2. If we are aware or have reason to believe that any credit or Benefit has been obtained fraudulently, or we are satisfied that you have provided inaccurate or incorrect information or withheld information, then you will be required to repay the full amount of credit that was applied to your account and we may disconnect or suspend your services, without notice, in accordance with these terms.

24.3. In addition to the exclusions above, the following are not included as Bundle Services: Internet Phone, Digital Home Phone, dial-up internet, the FreeCall app, CallMe(0800), ValuePay Mobile, our MobileXtra tariff and the UW Smart Export Guarantee (SEG) Scheme for the export of electricity. For the avoidance of doubt, Mobile Broadband is treated as a Mobile service (not a Broadband service) and goods are not included as Bundle Services (i.e. handsets, routers).

25. Legacy Benefits

25.1. Some legacy benefits still apply to certain existing customers. These are set out below.

25.2. ValuePay service is a legacy service and is provided in accordance with previous terms and conditions of ValuePay.

25.3. FreeCall app service is a legacy service and is provided in accordance with previous terms and conditions of FreeCall app.

25.4. Mobile Phone Protection Scheme (MPPS) was available to customers who signed up and qualified before 21 March 2022 and has been withdrawn. Eligible customers will continue to receive the benefit in accordance with the previously published terms and conditions of MPPS until the current mobile phone supplied to you by us is no longer within its minimum contract terms. As a result, if you make a claim under MPPS your 24 month contract term will not restart.

25.5. Additional Mobile Data allowance on ValueMax and ValueMax+. All customers who were eligible for our legacy Gold Talk Bundle, available before 21 March 2022, could benefit from an additional data allowance of 2GB on our ValueMax Price Plan or 6GB on our ValueMax+ Price Plans. This benefit is available in accordance with the previously published terms and conditions of Additional Mobile Data allowance on ValueMax and ValueMax+.

25.6. 'Double the Difference' Price Promise was available to customers who joined before 11 September 2021. Eligible customers will continue to receive the benefit in accordance with the previously published terms and conditions of 'Double the Difference' Price Promise.

25.7. Special rules for Gold Status Members who joined before 8 November 2013 ("Old Gold Status Members") were available to customers who joined prior to 8 November 2013. Eligible customers will continue to receive the benefit in accordance with the previously published terms and conditions of Special rules for Gold Status Members who joined before 8 November 2013.

25.8. 10% Broadband Discount

25.8.1. If you took Broadband and Mobile with us before 1 April 2024 you can receive a 10% discount off your Broadband Service (as set out in the definition clause above, Broadband includes Home Phone if it is required as part of your Broadband connection) tariff price for the duration of your minimum contract term.

25.8.2. You must be the homeowner at the Property. Or alternatively, if you're a tenant you can benefit from the discount if you're an established tenant - meaning you have been a UW customer for a continuous period of at least two years and have no outstanding amounts on your UW account.

25.8.3. If you have more than one Broadband Service on your account, you'll only receive the 10% Broadband Discount on one Broadband Service.

25.8.4. The 10% Broadband Discount is applied to the standard monthly tariff charge for your Broadband Service and does not include any call charges, call bundles or any other Broadband charges. Any other applicable discounts, credits or promotions will be applied after the 10% discount.

25.8.5. After your minimum contract term standard prices apply. See our **Tariff Guide** for details.

Early Cancellation Form

Also available on our website at uw.co.uk

Please return to:
Utility Warehouse, Network HQ, 508 Edgware Road, The Hyde, London, NW9 5AB

Or notify us via uw.co.uk/help/contact-us

I/We* hereby give notice that I/we* cancel my/our* agreement for the supply of the following service(s)

Ordered on		**Account number**	
Name of customer(s)			
Address of customer(s)			
Postcode		**Date**	
Signature of customer(s)			

Utility Warehouse Limited is a wholly-owned subsidiary of Telecom Plus Plc. Company No.04594421
Registered office: Utility Warehouse, Network HQ, 508 Edgware Road, The Hyde, London NW9 5AB. VAT No.135594986

For general insurance and credit broking purposes, Utility Warehouse Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 766672.