



RESIDENTIAL HEATING SUPPLY AGREEMENT:

Residential Heating Supply Agreement

We/Us/Our Nottingham City Council, Enviroenergy		
Property details ("your home")		
Supply Address:	Postcode	
.....	
.....		
Number of bedrooms:		
Property type:	[Social tenant] <input type="checkbox"/>	[Private tenant] <input type="checkbox"/>
	[Freehold] <input type="checkbox"/>	[Leasehold] <input type="checkbox"/>
Date on which you will occupy the property: / /		
Customer details ("you")		
	Title:.....	
	First name.....	
	Middle name.....	
	Surname.....	
Billing Address (leave blank if the same as Supply Address):	D.O.B:	
.....	Phone:.....	
.....	Email:	
Your Landlord's details – if applicable		
Landlord's title:.....	Full name.....	Responsibility of your home's heating system: (in most cases will be the landlord)
Landlord's Address:	Phone:	Tenant <input type="checkbox"/>
.....	Mobile:.....	Landlord/ Housing Association <input type="checkbox"/>
.....	Email:	
Communications		
Please confirm your preferred method of communication:		
Email (using your email address above) <input type="checkbox"/>		
Or		
Post (using your Billing Address above) <input type="checkbox"/>		
Or		
Alternative email or postal address (please specify)		
HIU Set Up- see schedule 3 for details		
Please confirm one of the following, with help of engineer the HIU set up you have in your property:		
A) HIU with internal heating equipment directly connected to District Heating Supply		
B) HIU with internal heating equipment separated from District Heating Supply		
C) No HIU or no set defined schedule for set up		
Security questions		
Please provide answers to two of the security questions below so we can identify you if you call us:		
Name of first pet		
Place of birth		
Last school attended		
Make of first car		
Customer Enquiries: Tel – 0115 9556677. Email – customersupport@nottinghamcity.gov.uk		
Emergency Reporting: Outside of normal office hours (Mon – Fri 9am to 5pm) Tel - 0115 9556677		
For office use only - Date received:		
Customer's unique reference number:		

Residential Heating Supply Agreement

About this Contract

This **Contract** is between:

- (a) you, the **owner/tenant (delete as appropriate)** of your home named on the previous page ("**you**", "**your**"); and
- (b) us, Nottingham City Council - Enviroenergy, being an independent local authority, with our registered address at Loxley House, Station Street, Nottingham, NG2 3NG ("**we**", "**us**", "**our**"); for the **heat supply** that provides heating and hot water to **your** home.

Whereas:

- (A) **We** operate the **district heating scheme**, which produces the **heat supply** (in the form of hot water) to provide heating and hot water in **your** home.
- (B) **Your** home is connected to the **district heating scheme**.
- (C) By using or having used the **heat supply**, you are considered to have accepted the attached **terms and conditions of supply**.

This is a legal document. Words and phrases printed in bold have specific meanings in this **contract**. Those words and phrases are explained in Clause 1 of the attached **terms and conditions of supply** which form part of this **contract**. Please ensure that **you** read the terms of this **contract** carefully, and in particular the clauses dealing with suspending and disconnecting the **heat supply** and ending this **contract** (clause 10 and clause 14), those restricting **our** liability (clause 17), what happens if **you** move home (clause 14.3) and how **we** use **your** personal information (clause 19).

If **you** have not signed a contract with **us** or if the **contract** that **you** have signed has ended but **you** are using the **heat supply** (for example where **you** have moved into a property where **we** already provide the **heat supply**), **you** will be deemed to have agreed to/accepted the attached **terms and conditions of supply**.

Please get advice on anything **you** do not understand.

Please now fill in the form on the previous page and sign below to confirm that **you**:

- (a) have accepted the **terms and conditions of supply**;
- (b) are entering into a legally binding contract;
- (c) understand that **you** must take **your heat supply** from **us** and that the district heating connection cannot be removed from your **home** without our express written agreement (which we have no obligation to provide (see clause 12.8));
- (d) have read and understood this **contract**, and that **you** will comply with it;
- (e) understand **you** (or **your** named landlord) are responsible for and liable for the cost of repair, maintenance or replacement of **your home's heating system** including the **HIU**; and
- (f) will pay all **our charges** under this **contract**.

Please then either:

- scan this page and the previous page and email them to **us** at customersupport@nottinghamcity.gov.uk or
- return the filled-in form and this signed page by post (please keep one copy for **your** records) to:
Enviroenergy, 12 London Road, Nottingham, NG2 3AB

Your full name:	Date / /20
Signature:	

If **you** have any questions or concerns, please call us on 0115 9556677, email customersupport@nottinghamcity.gov.uk or visit **our** website <https://enviroenergy.co.uk/>.

If **you** would like **us** to send the **terms and conditions of supply** in a different format or you would prefer to access the **terms and conditions of supply** online, please **email** or **call** us on the above.

Residential Heating Supply Agreement

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Terms and Conditions of Supply

1 DEFINITIONS

The meanings and explanations of words that are printed in bold in this **contract** are as follows:

abortive call-out charge

The charge **you** will have to pay if **you** do not let **us** into **your** home at a time that **we** pre-arranged with **you**.

annual statement

The statement provided annually by **us** to **you**, giving **you** relevant details including **your** use of the **heat supply** over the previous year (expressed in kWh) and the **billing information**.

back-bill

A 'catch-up' **heat bill** sent to **you** by **us** when **you** have not been correctly charged for the **heat supply** that **you** have used.

billing information

Means the information **we** are required to provide **you** under the **Heat Metering & Billing Regulations**, which includes the payment plan **you** are on, **our** current **charges**, where available, comparisons of **your heat supply** against the previous year, estimated future charges, contact information for organisations from which information can be obtained on energy efficiency improvement measures that **you** might want to undertake and technical specifications for products which use energy.

charges

The charges **you** must pay **us**. These are:

- the **standing charge**;
- the **consumption charge**;
- any reasonable and proper **reconnection charges**, **abortive call-out charges** and **debt-processing charges**; and
- any other amounts **we** are entitled to charge under this **contract**.

contract

The legal contract between **you** and **us**, made up of the preceding two pages, these **supply terms and conditions** and any schedules referred to in them.

customer handbook

The handbook setting out **our** complaints procedure, additional support available to **vulnerable customers**, as available to **you** and which may be updated from time to time (to request **our** latest version, please contact **us** on 0115 9556677 or download from **our website**).

district heating scheme

The heating network pipes, heat generation equipment and machinery, the heat meter used to provide the **heat supply** to **your home's heating system**.

debt-processing charge

The charge **you** have to pay to cover our costs of recovering overdue charges as set out in Schedule 1.

emergency

An incident caused by or affecting the **district heating scheme** which is causing or likely to cause a serious risk of personal injury or serious damage to property and/or loss of heating and hot water to multiple residences.

good industry practice

This means the standards, practices, methods and procedures which comply with the **law** and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be

expected of a skilled and experienced person engaged in providing similar tasks under similar circumstances.

heat bill

A bill issued at regular intervals in accordance with Clause 6.

heat meter

The meter that is inside **your home** to measure the amount of **heat supply** used by **your home's heating system**. **We** are responsible for operating, repairing and replacing the **meter** when appropriate.

heat supply

The supply of hot water delivered to the **HIU** within **your home** for the purposes of providing heating and hot water, which is produced by the **district heating scheme**.

HIU

The unit in your home that transfers heat from the **district heating scheme** to your **home's heating system**.

home's heating system

The heating system inside **your home**, including the **HIU**, all pipes, radiators, hot-water cylinders, thermostats, timers and other relevant apparatus (but not including the **meter**) which **you** or **your** landlord are responsible for. For the avoidance of doubt this is all infrastructure in your home after the boundary of the property in relation to heating or hot water system in **your home** excluding the heat meter

law

Any reference to **law** includes:

- any enforceable community right within the meaning of section 2(1) European Communities Act 1972;
- any relevant act, regulation, guidance, direction or determination which **we** must follow; and
- any relevant judgement of an English or Welsh court.

Ombudsman

Means the Energy Ombudsman are the energy body that will deal with complaints older than 56 days old that have not been resolved to **your** satisfaction. Ombudsman for Energy can be found at (<http://www.ombudsman-services.org/energy.html>, whose services are available to **you** in relation to any complaints or claims after 56 days raised with NCC.

planned interruption

An interruption, discontinuance or reduction in **your heat supply** which **we** have given **you** at least 48 hours' written notice of.

privacy policy

Our privacy policy sets out:

- where **we** may get information about **you** from;
- why **we** need the information;
- what **we** will do with how **we** will manage the information **we** hold about **you**, **your** account and other people living at **your home**;
- how **we** might share the information **we** hold;
- how long **we** will keep the information for;
- **your** rights in relation to accessing and controlling **your** information; and
- how **we** will ensure **we** adhere to data protection laws relating to this information.

We may update the policy from time to time. This **privacy policy** is available on **our website**

Priority Services Register

If customers have special needs or a disability that means they need extra support, or are vulnerable, their details can be placed on this register. **We** provide a range of extra services to customers on this register

to meet their needs.

reconnection charge

Our charge for reconnecting the **heat supply to your home** after **we** have suspended it under Clause 10.

service failure

Means a failure by **us** to meet a **service level** set out in Schedule 2.

service-failure payment

The compensation **we** are required to pay **you** for a **service failure**, as set out in Schedule 2.

service levels

The minimum levels of service **we** agree to provide under this **contract**. The **service levels** are set out in Schedule 2. If we do not meet those levels, **we** will pay **you** compensation in the form of **service-failure payments**.

standing charge

A charge which covers some of **our** costs of maintaining and repairing the **district heating scheme** and making a **heat supply** available for **you** to use.

summer period

Means the period starting 1st June and ending 30th September each year.

supply start date

Means the date on which **you** (or anyone in **your home**) starts using the **heat supply**. For the avoidance of doubt, this is likely to be the tenancy start date/ purchase date for **your** home.

tenant's standing charge

The charge **you** must pay to cover some of the costs of maintaining and repairing the **district heating scheme**, and making a **heat supply** available for **you** to use.

terms and conditions of supply

These terms and conditions which set out matters relating to the **heat supply** including **our** responsibility for the **heat supply**, the manner in which **we** will do that and **your** obligations to pay for the **heat supply**

vulnerable customer

Means any customer, or a permanent resident of the customer's home, at the time of identification as being significantly less able than a typical consumer to protect or represent his or her interests in the energy market and/or significantly more likely than a typical consumer of energy to suffer detriment, or that detriment is likely to be more substantial should there be a failure to provide **heat supply to your home**. This can be verified by **us** if required via a home visit or documentation to confirm such status and could be someone who is:

- (i) chronically ill;
- (ii) mentally or physically disabled or having a hearing or visual impairment;
- (iii) of pensionable age;
- (iv) under the age of 5 years old;
- (v) suffering severe financial insecurity and/or a bereavement;
- (vi) Or another protected characteristic that **we** agree would give **you** a vulnerable customer status

unplanned supply interruption

An interruption in the **heat supply** which **we** have not given **you** at least 48 hours' written notice of.

your home

Means the property to be provided with the **heat supply** as identified on the front page of this **contract**, being the flat or house **owned** / **[occupied]** by **you**

Website

Our website, available at <https://enviroenergy.co.uk/>.

winter period

Means the period starting 1st October and ending 31st May each year.

2 PROVIDING THE HEAT SUPPLY TO YOU

- 2.1 **We** will provide the **heat supply** to **your home's heating system** and **you** shall pay for the **heat supply**, as set out in this **contract**.
- 2.2 This **contract** shall start on the **supply start date** and shall only end if both parties (**you** and **us**) agree to cancel the **contract** in writing or if **we** end the **contract** in the ways described under clause 14. This is also covered in our disconnection process as available on **our website**.
- 2.3 **We** will make the **heat supply** available to **you** at all times (24 hours a day, every day of the year) during the term of this **contract**. However, there are a number of circumstances where **we** may need to suspend the **heat supply** to **your** home or it may be otherwise interrupted. **We** will compensate you for suspensions or interruptions to **your heat supply** if it is **our** fault, except during a **planned interruption**, as set out in Schedule 2. Note that the **heat supply** has a **planned interruption** once a year for up to 5 days in the **summer period** that is communicated at least 3 weeks in advance. This **planned interruption** is excluded from our obligation to provide a **heat supply** and is excluded from any compensation or **service-failure payments**.
- 2.4 As far as is reasonably possible, any planned maintenance which could interrupt or greatly reduce the **heat supply** to **your** home will only be carried out during the **summer period**. **We** will ensure that any maintenance carried on outside of the **summer period** that may cause an interruption, discontinuance or reduction to the **heat supply** shall, so far as is reasonably practicable, occur during anticipated periods of low demand for the **heat supply**. **We** will use reasonable endeavours to avoid, or if unavoidable, undertake such maintenance so as to minimise and mitigate against the effects of any potential interruption, discontinuance or reduction or other adverse effect to the **heat supply** to **you**. This does not apply to the maintenance of **your meter**, which **we** will need to access in accordance with Clause 13.
- 2.5 **Your home's heating system** has been designed and built for heating to be provided through the **district heating scheme**. **You** shall not get **your** heating or hot-water supply from any other source during the term of this **contract**, except temporarily when the **heat supply** to **your** home is temporarily interrupted or suspended for a reason other than **you** not paying **our charges**.

3 STANDARDS OF SERVICE, FAULTS AND COMPLAINTS

- 3.1 **We** cannot guarantee that the **heat supply** to **your home** will never be interrupted. In certain circumstances **we** may need to interrupt or restrict the **heat supply**, for example:
- to avoid danger to any person or property;
 - if it is against the **law** to continue providing the **heat supply**; or
 - to carry out maintenance on the **district heating scheme**.
- 3.2 If **you** are unhappy with the service **we** provide to **you**, please follow **our** complaints procedure set out in Clause 18 and which is also included in **our customer handbook** as set out on **our website**.
- 3.3 If there is a fault with **your heat supply** or the **heat supply** is interrupted (other than a **planned interruption** **we** have told **you** about), **you** must tell **us** as soon as possible by phoning 0115 955 6677. Note that if it is an issue with your **home's heating system**, **we** might not be able to resolve the issue. **We** will:
- make a record of **your** call;
 - tell **you** what **we** will do to put the matter right; and
 - where necessary, arrange for **our** agents to visit **your home**.
- 3.4 If **you** need extra support as a **vulnerable customer** (see Clause 4 below), **we** will make sure that **we** provide **you** with alternative heating (such as an electric heater) within 12 hours of a continued

interruption to **your heat supply**.

4 VULNERABLE CUSTOMERS

- 4.1 If **you**, or any permanent resident of **your home** is a **vulnerable customer**, please let **us** know and depending on circumstances, **we** will add **you** to **our Priority Services Register**. This can allow **you** to obtain access to support services to help **you** gain access to help and services based on **your** vulnerability.
- 4.2 **We** reserve the right to verify **your** status as a **vulnerable customer** if required, to ensure that **vulnerable customers** get additional support and priority. For a non-exhaustive list on what characteristics could class a customer as vulnerable see the definition for **vulnerable customers** under Clause 1 above.
- 4.3 If circumstances change and there is no longer someone who is a **vulnerable customer** at **your home** please notify **us** of this change as soon as reasonably possible.
- 4.4 If **you** are in need of any additional support in relation to this **contract** (for example, if **you** are visually impaired or would like to nominate someone to act on **your** behalf with respect to this **contract** and **your heat supply**, please contact **us** to let **us** know and **we** will provide additional support. **Our customer handbook** also sets out more detail on the support available.

5 CHARGES

- 5.1 **Our charges** at the date of this **contract** are set out under Schedule 1.
- 5.2 **We** will review the **charges** periodically and adjust where necessary. If an adjustment becomes necessary, **we** will write to **you** 30 days beforehand confirming your new charges. The new **charges** will then apply until the next review.
- 5.3 If **you** are entitled to a refund of any **charges**, **we** will refund **you** within ten 10 working days (Monday to Friday, except bank holidays). If **you** receive a refund you are not entitled to, **you** must pay it back when **we** ask **you** to.

6 YOUR BILL

- 6.1 **We** will email or send **you** a **heat bill** each quarter. Prepayment Customers do not receive a heat bill, but you will receive an annual prepayment statement each year, setting out the payments, usage and total **charges**.
- 6.2 **Your heat bill** will set out the following.
- (a) The **charges you** need to pay that quarter.
 - (b) The period the **heat bill** is for.
 - (c) The **standing charge**.
 - (d) The amount of the **variable charge**, based on:
 - the amount of **heat supply** used by **your home's heating system** in the previous month, as measured by the **heat meter** inside **your home** or based on **our** reasonable estimate (see Clause 8.3; and
 - the price per kWh of **heat supply**
 - (e) Any applicable value added tax.
 - (f) Any amount **we** add to recover underpayments or overdue **charges** in accordance with Clause 7.
 - (g) Any reasonable and proper costs or charges arising from loss or damage **we** suffer that **you** are responsible for under this **contract**.
 - (h) Any other costs or charges due under this **contract**.
 - (i) Any amounts **we** have refunded or any **service-failure payment we** have paid following a **service failure**, set out in Schedule 2.
 - (j) The balance of **your** account.
- 6.3 If any of the above details are not applicable for a particular month these will not be included.
- 6.4 Where **your heat bill** is based on an estimate of the **heat supply you** have used, **we** will make any necessary adjustments after the next accurate **heat meter** reading and **your** actual consumption is determined. This will be shown on the **heat bill you** receive after the **heat meter** reading as a credit or a debit.

- 6.5 **We** may need to change the date **we** issue **your heat bill** or how often **we** send them. If **we** do this, **we** will tell **you** three months beforehand.
- 6.6 Where **we** have undercharged **you** for the **heat supply you** use, **we** may issue a **back-bill** or reconcile the undercharging by applying a debit on **your** account. **We** shall not issue a **back-bill** or reconcile the undercharging where more than a year has passed since the end of the period of undercharging. If **you** will have any difficulties in making up these payments, please contact **us** straight away.
- 6.7 If **you** think there is anything wrong with **your bill** please contact **us** straight away. **We** will work with **you** to resolve the issue.

7 PAYING YOUR BILL

Your responsibility for making payments

- 7.1 **You** must pay the amount set out in **your heat bill** within fourteen (14) days from the date of **your heat bill**.
- 7.2 **You** will be responsible for paying the **charges** for the **heat supply** until:
- (a) **you** or **we** cancel this **contract** under the stipulations of Clause 14; or
 - (b) **we** suspend this **contract** as allowed under Clause 10.3 or Clause 16.2.
- 7.3 **You** will also still be responsible for paying the **charges** if this **contract** has not been cancelled and:
- (a) **you** do not live (or no-one lives) in **your home**;
 - (b) someone at **your** home uses the **heat supply** without **your** permission; or
 - (c) **you** do not use any of the **heat supply** (in this case **you** will still have to pay the **standing charge**).
- 7.4 **You** will still have to pay **charges** if the **heat supply to your home's heating system** is interrupted or unavailable. However, if the interruption or unavailability is due to a **service failure**, **you** will be entitled to a **service-failure payment** as set out in Schedule 2.
- 7.5 There are a number of ways in which **you** can arrange to make payment of **your heat bill**. Please contact **us** to let **us** know how **you** will make **your** payments.
- 7.6 **We** prefer **you** to pay via fixed direct debit.

Paying by fixed direct debit

- 7.7 If **you** pay **your heat bill** by fixed direct debit, each month **we** will take the agreed amount direct from **your** bank account. The amount **we** take via direct debit may be advised to change if you are building a credit or debit on **your** account, depending on the amount of **heat supply you** use.
- 7.8 **We** would advise customers to not cancel or amend their direct debit in summer period to be able to build a credit on the account to cover the winter months of higher usage.

Paying by credit or debit card

- 7.9 **You** may also pay **your heat bill** using a debit or credit card over the phone, or via BACS as per the details on the back of your bill.

Paying by pre-payment meter

- 7.10 **Your heat meter** is enabled so that **you** can change to pre-payment, which can allow self-budgeting. If **you** want to make payments this way, please let **us** know and **we** will let **you** know how to top up **your** credit.
- 7.11 If **your** pre-payment meter has no credit on it, it will not allow further usage until a top-up is made to move it back to credit. Top ups can be made using a variety of payment services available, as per clause 7.7 to 7.9 or as otherwise noted as available.

8 METER READINGS

- 8.1 **Your heat bill** will show the amount of **heat supply you** have used, which **we** will record from **your heat meter** with **our** automated meter-reading system. Where possible **we** will read **your heat meter** remotely every month without requiring access to **your home**. However, if for any reason **we** are unable to read

your heat meter remotely, **we** will where possible provide you with the means to give **us your** own reading(s).

- 8.2 If **we** have not been able to read **your heat meter** because of a fault in **our** automated meter-reading system; **you** have not been able to give **us your** own readings, or **we** have reason to believe that **your heat meter** is not reading correctly, **we** may send **you a heat bill** and **you** must pay **us** on the basis of **our** reasonable estimate of the amount of **heat supply you** have used.
- 8.3 **Our** reasonable estimates will be based on the current **standing charge** and **variable charge** and either:
- (a) **your** pattern of energy use in the past; or
 - (b) the **heat supply you** are likely to use given the size of **your home** and comparison readings from other properties.
- 8.4 If **you** think that the **heat meter** in **your** home is not working correctly, **you** must tell **us** as soon as possible in order that **we** can arrange a check as set out under Clause 12. The **charges you** pay will be based on **our** reasonable estimates until **we** have been able to put right any problems.
- 8.5 If **you** ask **us** to check **your heat meter** and **we** find that it is accurate, **you** may have to pay **our** reasonable costs of checking the **heat meter**.
- 8.6 **We** may also ask to check **your heat meter** at any time if **we** believe that it is not accurate. **You** will not have to pay any costs if **we** ask to check **your heat meter** unless **you** have damaged it.

9 FAILING TO PAY

- 9.1 If **you** are having difficulty making payments **you** should tell **us** as soon as possible. **We** may be able to agree a payment plan with **you** and **we** can give **you** advice on how to reduce **your heat bill** by being efficient with **your heat supply** use.
- 9.2 If **you** do not pay **your heat bill** within [fourteen (14)] days of the date of the **heat bill**, **we** may undertake any of the following actions, in any order:
- (a) ask **you** to pay by another method;
 - (b) obtain a warrant to install a pre-payment solution into **your** property and automatically take up to fifty (50%) of **your** credit each time **you** top up, until the debt has been paid off.
 - (c) change how often **we** send **you heat bills**;
 - (d) if **you** pay by direct debit, increase the amount debited from **your** bank account so that **we** can recover the difference over a period that is reasonably acceptable to **us**;
 - (e) agree with **you** a payment plan so that **you** can pay the money **you** owe **us** over a period of time at a rate that is affordable to **you**. Any payment plan may include a requirement that **you** keep **your** account with **us** in credit.
 - (f) charge **you** interest on the overdue amount at a rate of 8% plus an administration fee of £10;
 - (g) ask **you** for a refundable deposit equivalent to **our** reasonable estimate of the **charges** for a period of three (3) calendar months;
 - (h) request that someone else guarantee **your** payments;
 - (i) take court action to recover the debt and **our** costs,
 - (j) provide the detail of **your** balance to a credit reference agency;
 - (k) as a last resort, suspend or disconnect **your heat supply** under Clause 10.

10 SUSPENDING AND DISCONNECTING YOUR SUPPLY FOR FAILING TO PAY

- 10.1 If **you** do not pay **our charges**, **we** may suspend or disconnect **your heat supply**.
- 10.2 However, suspending or disconnecting **your heat supply** is a last resort. Before **we** suspend or disconnect **your heat supply** **we** will first:
- send **you** at least two reminder letters; and
 - try to contact **you** by phone at least twice to discuss the options available to **you**.

We may also tell **your** landlord or registered housing provider that **you** have not paid **our charges** and that **we** may disconnect **your heat supply**.

- 10.3 If seven days after sending **you** the second reminder, **you** still haven't paid **our charges**, **we** can suspend **your heat supply** until the date on which **you** paid **our charges** in accordance with this **contract**.
- 10.4 If **You** or anyone living in or visiting **your home** has tried to use the **heat supply** without **our** permission or in a way designed to avoid paying for it, **we** have a right to investigate the meter at **your** home. If it has been found that meter tampering has taken place, or another method has been used to avoid paying for the **heat supply** **we** have a right to estimate usage and charges for what we expect has been used, for how long **we** believe it has been used for (which can be longer than the back billing protections set out in clause 6.6), and for the avoidance of doubt can be longer than a year if we believe that **you** have on purpose avoided **our** charges. **We** then have a right to recharge **you** any costs to repair or replace the meter that has been tampered with.
- 10.5 **We** may charge **you** a **debt-processing charge** to cover **our** reasonable costs of sending **your** reminder letters and taking action to collect the overdue **charges**.
- 10.6 **We** will not disconnect **your heat supply** during the **winter period** if **you** have notified **us** that **you** or a permanent resident of **your home** is a **vulnerable customer**.

11 RECONNECTING YOUR SUPPLY

- 11.1 Where **we** have suspended or disconnected **your heat supply** for non-payment, **we** will with best endeavours within four (4) working hours, make the **heat supply** available to **you** again if **you** have paid **us**:
- all **charges** and amounts **you** owe us including the **reconnection charge** and **debt-processing charge**, in full, or **we** agree a payment plan with **you** to pay what **you** owe **us** over a period of time; and
 - you** pay **us** a refundable deposit equal to **our** reasonable estimate of three (3) months' **charges**.
- 11.2 If **we** agree a payment plan with **you**, that plan will take into consideration **your** ability to pay.
- 11.3 If **you** pay **us** a deposit, **we** will return that deposit to **you** once **you** have kept **your** payments up to date, in full, for twelve (12) months.

12 OPERATING AND MAINTAINING EQUIPMENT

Our responsibility

- 12.1 **We** are responsible for:
- routinely inspecting, maintaining, repairing or replacing the **district heating scheme** up to the boundary of the property.
 - routinely inspecting, maintaining, repairing and replacing (if necessary) the **heat meter**;
- in line with **good industry practice**, at **our** cost (except in the circumstances set out in Schedule 4, when **you** or **your** landlord will be liable.).
- We** are not responsible for **your home's heating system**. Please see Schedule 3 for a diagram of the heating system.
- 12.2 If **you** report a problem with **your heat supply or heat meter**, **we** will come to **your home** to address the problem within the following timescales:

Situation	Response time
<p>An emergency defined as –</p> <ul style="list-style-type: none"> A major leak on the district heating scheme providing your home, causing significant damage to your home or someone else's property. Note that this does not include a major leak on your home's heating system which you are responsible for the repair and maintenance of 	<p>Within four (4) hours during normal working hours (Monday to Friday 9am to 5pm)</p>

No heat supply due to our system or equipment failure during the winter period	Within eight (8) hours if you are a vulnerable customer and registered on our priority services register, we will provide an alternative heat source to your home if we are unable to resolve the initial fault within twelve (12) hours)
No heat supply during the summer period	Within twenty-four (24) hours and if you are a vulnerable customer we will provide an alternative heat source to your home if we are unable to resolve the initial fault within twenty-four (24)] hours)
An inadequate heat supply or a minor leak that will not cause damage	Within twenty-four (24) hours, respond to the minor leak.
Problems with your heat meter	Within forty-eight (48) hours (other than on a Sunday or a bank holiday), investigate the heat meter
Any other problems	Within forty-eight (48) hours (other than on a Sunday or a bank holiday), investigate the problem.

12.3 In each case, **we** will use all reasonable efforts to attend **your home** and repair the problem. However, if **we** need a part to repair the fault, and that part is not available at the time we come to **your home**, **we** will arrange a future visit at an agreed time once **we** have the part **we** need (which **we** will get as soon as possible).

Agreeing an attendance time

12.4 Where **we** need to undertake routine inspections, maintenance, repairs or replacement, **we** will give **you** at least three (3)] days' notice of any such visit and will try to arrange the visit at a mutually convenient time. **We** will provide **you** with a maximum of four (4) hour time window for attending **your home** on the agreed day. **You** must provide **us** with access to **your home** during this agreed time window.

12.5 Where **you** report a problem with **your heat supply or heat meter**, **we** will agree a four (4) hour time window (within the periods for responding above) for attending **your home**. **You** must provide **us** with access to **your home** during this agreed time window.

12.6 **We** do not need to keep to the response times above if **you** do not let **us** into **your home** to solve the problem.

Your responsibility

12.7 **You** [or **your landlord**] must make sure that **your home's heating system** is maintained, repaired and, where necessary, replaced. **You** [or **your landlord**] must notify **us** of any proposed significant change to **your home's heating system** or anything else that could affect the **district heating scheme** or require alterations to **your home's heating system** or its connection with the **district heating scheme** or impact on the **heat supply**. To confirm, **your home's heating system** includes the **HIU**, radiators, pipes and all other equipment for the provision of heat within **your home** excluding the **heat meter**. This is defined in the definition section for further reference.

12.8 For the avoidance of doubt, you must not disconnect **your home's heating system** from the **district heating scheme** without **our** express written permission. **We** have a right to withhold or refuse permission to disconnect; and in most cases, we will not allow the disconnection of premises from the **district heating scheme** once connected.

12.9 **We** are not liable for the cost of replacement or repairs of any part of **your home's heating system**, or for any failure of or problems with **your home's heating system**, unless the problem or failure has been caused by **us**.

12.10 If the state of **your home's heating system** is causing problems, or **we** believe that it is likely to cause problems, to the **district heating scheme** or the **heat meter**, **we** may suspend the **heat supply** until **you** [or **your landlord**] repair or replace **your home's heating system** to the standard reasonably required by **us**.

- 12.11 If **you** cause (or any person living with, visiting **you** or formally or informally undertaking work for **you** causes) any damage to, or interrupt, discontinue or reduce the operation of the **district heating scheme** or the **heat meter**, by any work that **you** do to **your home's heating system** (for example, by draining **your home's heating system** or moving radiators) or if **you** fail to maintain or repair **your home's heating system** (for example by failing to repair leaks) **you** must pay **our** costs of undertaking any necessary repairs, replacements or maintenance arising from such damage or impacts on operation.
- 12.12 **You** must not (and must not allow any other person living with or visiting **your home** or formally or informally undertaking work for **you** to):
- (a) tamper with or damage the **district heating scheme** or the **heat meter** (including, for example, through vandalism, misuse or interference);
 - (b) misuse **your home's heating system** so that it causes any damage to the **district heating scheme** or the **heat meter**.
- If **you** do so or allow any other person living with or visiting **your home** to do so, **you** must pay **our** costs of undertaking any necessary repairs, replacements or maintenance arising from such damage.
- 12.13 **You** must tell **us** immediately if **you** know or believe that:
- (a) any part of the **district heating scheme** or the **heat meter** is damaged or destroyed; or
 - (b) anyone other than **us** or **our** agents has interfered with or removed the **heat meter**.
- 12.14 **We** will not carry out any repairs or maintenance in **your home** if **we** have good reason to believe that there is a health-and-safety risk, including the risk from dangerous materials, infestations or harassment to **our** staff (including any verbal or physical abuse or threat of physical abuse).
- 12.15 **You** can ask **us** to disconnect **your heat supply** temporarily, for instance while building work is going on but **you** must pay **our** costs of undertaking this disconnection and subsequent reconnection.

13 ACCESS, EMERGENCIES AND PLANNED MAINTENANCE

- 13.1 **You** must give **us** and **our** officers and agents safe access to **your home**, at all reasonable times, for the purposes of:
- (a) inspecting, repairing, replacing, installing, removing, testing, maintaining, or carrying out other activities relating to the **heat meter**.
 - (b) disconnecting the **heat supply** to **your home's heating system** in the circumstances allowed under this **contract**;
 - (c) in an **emergency**, or to mitigate any danger **we** reasonably believe exists to people or property in relation to the **district heating scheme**.
- Anyone visiting **your home** for the purposes above will carry an ID card which includes a colour photograph, their name that **you** can use to check their identity.
- 13.2 Except in an **emergency** or where **we** reasonably believe there is a danger to people or a danger to property, or where **we** are required by **law**, or this **contract** obliges **us** to obtain access sooner, **we** will give **you** at least:
- (a) seven (7) days notice in respect of planned routine maintenance;
 - (b) 72 hours' notice in all other circumstances before **we** need access to **your home**.
- 13.3 If **we** agree and confirm a time with **you** for **us** to visit **your home** for any purpose relating to this **contract**, and:
- (a) **you** do not give **us** access at the agreed time (or rearrange with **us** a different time giving **us** at least four (4) hours' notice); and
 - (b) **we** can evidence that **we** could not gain access (e.g. a time stamped photograph of the front of the property and a call logged that **you** were called at the agreed and confirmed time of the appointment):
- an "**abortive visit**" will have occurred.
- 13.4 Where **we** make more than one **abortive visit** to **your home** in respect of the same issue, **you** will have to pay **us** an **abortive call-out charge** for each subsequent **abortive visit** and any direct and reasonable

additional costs that **we** incur in carrying out any necessary work without access to **your home**.

- 13.5 If **we** can't get access to **your home** when arranged with **you** or as **we** are otherwise entitled under this **contract** and this prevents **us** from fixing any interruption or reduction in **your heat supply**, **we** will not be obliged to provide **you** with a heat supply until **you** have provided **us** with access to **your home** to allow **us** to fix the problem. **We** will not be liable for **service-failure payments** in relation to any such period of interruption or reduction until **you** have provided **us** with sufficient access to **your home** to allow **us** to fix the problem.

14 ENDING THIS CONTRACT

PLEASE BE AWARE that unless **you** end this contract or **we** end this contract following the process set out under this Clause 14, [or **you** let out **your home** and follow the process set out under Clause 20] **you** will still be liable for **our** charges even if **you** do not live in **your home**.

Your right to end this contract

- 14.1 Except where Clause 20 applies, and subject always to Clause 2.5 **you** may only end this **contract** if **you** end **your** tenancy at the property or you sell **your home**. In those cases **you** must give **us** at least thirty (30) days' notice, by emailing **us** at customersupport@nottinghamcity.gov.uk or by writing to **us** at Enviroenergy, 12 London Road, Nottingham, NG2 3AB .
- 14.2 For the avoidance of doubt, **you** must not disconnect **your home's heating system** from the **district heating scheme** as per **clause 12.8**. If **you** do disconnect **your home's heating system** without our permission and **we** find that it has been disconnected, **we** have the right to reinstate the connection and make safe at full cost to **you** with an administration charge for failing to get for **our** permission to disconnect. The costs of the full reinstatement and an administration charge is dependent on the individual set up at **your** property and cannot be confirmed in advance.
- 14.3 If **you** move out of **your home**, **you** must give **us** a forwarding address so that **we** can contact **you** about any amounts that **we** may owe **you** or any **charges** that **you** may owe **us**. Even after ending this **contract**, **you** still have to pay all **charges** that **you** owe. **We** will take a final meter reading on the date this **contract** ends and provide **you** with a final **bill** within (fourteen (14) days). **You** must also leave any prepayment card that is linked to the heat meter at **your home** within the property before leaving.

Our right to end this contract

- 14.4 **We** can, but are not required to, end this **contract**, without any liability to **you** except as set out in Clause 15.1 by providing **you** with thirty (30) days written notice if:
- (a) There is a problem with **your home's heating system** which is causing damage to or seriously affecting the **district heating scheme** and **you** have not resolved the problem after [three (3)] months' notice from **us** of the problem. In this situation **we** will give **you** [ten (10)] days' notice before **we** end this **contract**.
 - (b) Circumstances as set out in Clause 16 mean that **we** cannot provide **your heat supply** under this **contract**. In this situation **we** will give **you** [fourteen (14)] days' notice before **we** end this **contract**.
 - (c) **Our** right to use the **district heating scheme** and make the **heat supply** available to **your home** ends or is terminated.

15 CONSEQUENCES OF ENDING THIS CONTRACT

- 15.1 **You** must pay all relevant **charges** up to the date this **contract** ends. After this **contract** ends, **you** will still be liable for **your** previous breach(es) of this **contract** (for example, non-payment) and **we** will still be liable for any of our previous breach(es) of this **contract** (for example, failure to meet the **service levels**).
- 15.2 If **we** give **you** notice that **we** are going to suspend or disconnect the **heat supply** to **your home** in accordance with the terms of this **contract**, or if **you** or **we** end this **contract**, **you** must give **us** access to **your home**, at a reasonable time, to suspend or disconnect the **heat supply** to **your home** and/or reconfigure or remove the **heat meter** or any of **our** equipment (with the consent of **your** landlord if applicable). **You** must not disconnect or reconnect the **heat supply** to **your home** without our permission.
- 15.3 If, **you** continue living in **your home** and **you** use the **heat supply** after this **contract** has ended, or allow anyone else to do so, **you** will have to pay **us** for the **heat supply** at a price **we** will communicate to **you**.

That price will take account of any extra costs arising as a result of **you** taking the **heat supply at your home** without a **contract** being in place.

16 EVENTS BEYOND OUR OR YOUR CONTROL

- 16.1 Subject always to **our** rights set out in Clause 12.3, neither **You** nor **we** will be liable for failing to comply with the obligations set out under this **contract** as a result of (and **we** will have no liability to **you** for any **service failure** which results from) any of the following events or situations (as long as **we** are not the direct cause of the situation and have taken reasonable steps to prevent or reduce the impact of such event or situation):
- (a) Fire, flood, earthquakes, epidemics, pandemics, or other acts of God.
 - (b) Civil disturbances, such as riots, strikes or other industrial action, but not those involving **our** employees or anyone acting on **our** behalf unless the action is nationwide or industry-wide.
 - (c) Severe weather.
 - (d) **Us** not being able to get into **your** home to fix a fault, as set out in Clause 13.3.
 - (e) Circumstances which would cause **us** to break the **law**.
 - (f) An event covered by Part 2 of the Civil Contingencies Act, 2004 (war, terrorism, threat to national security and so on).
 - (g) Other exceptional circumstances beyond **our** control, including energy from waste, gas and electricity supplies to the **district heating scheme** serving the development being interrupted due to circumstances beyond **our** control and due to no fault of **ours**.
- 16.2 If **you** (or **we**) are having difficulties in complying with this **contract** as a result of an event or situation listed in Clause 16.1 above, **you** (or **we**) must tell the other within two (2) days of the event or situation arising. **Your** (or **our**) obligations under this **contract** will be suspended until the problem is solved. In such event, the affected party (**you** or **we**) shall be entitled to such extension of time to fulfil any outstanding obligation as may be reasonably necessary in the circumstances, as agreed to between **you** and **us**.
- 16.3 If an event or situation listed in Clause 16.1 continues for ninety (90) days or more and all reasonable efforts to resolve the problem have been explored by **you** and **us**, then **we** may consider terminating this **contract** in whole or in part upon written notice to **you**, and **you** shall settle any outstanding liabilities that **you** may have incurred prior to termination.

17 LIMIT OF LIABILITY

- 17.1 Nothing in this **contract**:
- excludes or limits **our** or **your** liability for fraud or fraudulent statements;
 - excludes or limits **our** liability for death or personal injury resulting from **our** negligence (or the negligence of **our** employees, officers or agents); and/or
 - excludes or limits **your** liability for death or personal injury resulting from **your** negligence; and/or
 - affects **your** legal rights as a consumer.
- 17.2 **We** will not be responsible for any loss which, at the start of this **contract**, **we** could not reasonably and honestly have foreseen arising. Neither **you** nor **we** will be liable to the other for any consequential and/or indirect loss, such as loss of profits, income, business or goodwill, arising out of or under this **contract**.
- 17.3 **We** will be liable for any loss or damage directly caused by **our** negligence or as a direct result of **our** breaches of this **contract**. **Our** liability for such direct loss or damage shall, however, be limited to £10,000 (ten thousand pounds) for any one incident, or any series of connected incidents.
- 17.4 This Clause 17 does not affect **our** obligations to provide the **service levels** set out in Schedule 2, or **your** rights to receive **service-failure payments** for a **service failure**.

18 COMPLAINTS

- 18.1 **Our** complaints procedure, and how to pursue **your** complaint further is set out in the **customer handbook** or alternatively **you** can access it on **our website** or request a copy from us at Enviroenergy, 12 London Road, Nottingham, NG2 3AB
- 18.2 If **you** have any comments or want to raise a formal complaint about **our** services, **you** can use "Have your Say" on the Nottingham City Council Website, the process and link for this is as per our customer

handbook

- 18.3 **We** will always try to resolve **your** complaint as quickly as possible via the “Have your Say” process. If, after following **our** full complaints procedure, **you** are still not satisfied with **our** response to **your** complaint, please contact the Ombudsman for Energy. Details on how to contact the Ombudsman are set out in the **customer handbook**, on **our website** or can also be found on their website: www.ombudsman-services.org.

19 USING YOUR PERSONAL INFORMATION

On entering into this **contract**, **you** will have provided personal information to **us**, which **we** will use to manage **your** account with **us**. **We** will process **your** personal information in accordance with **our privacy policy** which is set out in **your customer handbook** and available on our **website**.

20 LETTING OUT YOUR HOME

- 20.1 If **you** let out **your** home, **we** will on **your** request, enter into a new heat supply contract with **your** tenant. **You** should advise **your** tenant of the transfer of responsibility to them to pay for the **heat supply** and **we** would advise that **you** cover this in **your** tenancy agreement with them.
- 20.2 Where **you** notify **us** that **your** tenant will become responsible for the **heat supply**, the following will apply:
- (a) the heat supply contract **we** enter into with **your** tenant will be in the same form as this **contract**. **We** will send the new heat supply contract to either **you** or **your** tenant, as requested, for **your** tenant to sign;
 - (b) this **contract** between **you** and **us** will automatically be suspended from the date the new heat supply contract with **your** tenant starts. While this **contract** is suspended, **your** and **our** obligations under it, including **your** obligation to pay **charges** for the **heat supply** provided after the date of the suspension, will not apply. This will not affect any liabilities **you** or **we** already had before the date this **contract** was suspended; and
 - (c) before **we** suspend this **contract**, **we** will get a final meter reading using **our** automatic-reading system. If **we** cannot do this for any reason, **we** may ask **you** to give **us** the final **heat meter** reading.
- 20.3 **You** must give **us** notice if **your** tenant is moving out. This contract will automatically come into force again on the date the heat supply contract with **your** tenant ends.
- 20.4 When the heat supply contract with **your** tenant ends, **we** will get a final **heat meter** reading using **our** automatic-reading system. If **we** cannot do this for any reason, **we** may ask **your** tenant to give **us** the final meter reading. If **your** tenant does not or cannot provide the **heat meter** reading, **we** may ask **you** for the final meter reading.
- (a) **Please note** this **contract** will not be suspended and **your** obligations to pay the **charges** will continue where **your** tenant does not enter into a contract with **us**. This is the case even if **you** have told **us** that **you** are moving out of **your home** and that the tenant should be responsible.

21 GENERAL

- 21.1 **We** may subcontract any of **our** obligations under this **contract** at any time, provided that any agent attending **your home** will be clearly identified as **our** agent. If **you** are unsure of the identity of any individual attending **your home** in relation to the supply of heat, please call 0115 9556677
- 21.2 **You** may not transfer **your** rights or obligations under this **contract** without obtaining **our** permission in writing or by following the process set out under Clause 20 .
- 21.3 If **we** need to send **you** any notices under this **contract**, **we** will send them to **your** email address, or **your** home address, as **you** indicated in the form on the front of this **contract**. **You** can update the address **you** want notices to be sent to at any time by contacting **us** and letting **us** know. **We** will consider notices sent by email to have been received by **you** within 24 hours of sending. **We** will consider notices sent by post to have been received by **you** within three (3) working days. If **we** deliver notices by hand, **we** will consider them to have been received by **you** when **we** deliver them.
- 21.4 If **we** ever do not enforce, or delay in enforcing, any right **we** have under this **contract**, this will not prevent **us** from enforcing **our** rights in the future. For example, if **we** do not immediately take action to collect

- charges** that **you** owe **us**, this will not prevent **us** from taking action in the future as long as **we** do so within 12 months of the **charges** being due.
- 21.5 For Historic accounts, if more than one person is named on the account, then each account holder is responsible for payment of the **charges** and **we** are entitled to claim unpaid **charges** due to **us** from one or all of the account holders, provided that **we** may not recover more than **we** are owed under this **contract**.
- 21.6 This **contract** includes everything agreed between **you** and **us** and replaces any previous contract, whether in writing or not. **You** and **we** have not relied on anything that is not included in this **contract**.
- 21.7 Nobody other than **you** and **us** has any rights under this **contract**. The Contracts (Rights of Third Parties) Act 1999 is excluded.
- 21.8 Each of the terms and condition of this **contract** is separate. If a court or other authority finds that **you** or **we** cannot rely on a certain clause, the other clauses of this **contract** will still apply.
- 21.9 Ending this **contract** will not affect any clause which is intended to apply after the end of this **contract**.
- 21.10 We may (acting reasonably and fairly) change the terms and conditions of this **contract**. For the avoidance of doubt, **we** may need to make changes in order to comply with a new **law** or regulation that applies to **our** services, or because the conditions under which **we** are allowed to provide a **heat supply** to **your** home have changed. **We** will put details of any change on **our website** and **we** will give **you** at least [thirty (30)] days' written notice of the change.
- 21.11 Subject always to clause 21.15, if **you** consider that any change **we** make to this **contract** is unreasonable, **you** may refer the issue to the **Ombudsman**, giving details of the change and **your** concerns. Subject to any changes that **we** are required to make due to any changes in **law** or regulation, if the **Ombudsman** advises that the changes are unreasonable, **we** will reinstate as far as legally permissible, this **contract** to its original terms as existing prior to the change in question.
- 21.12 **We** will ensure that this **contract** will be updated and amended to reflect any best practice commonly found in the United Kingdom's heat industry sector and will be updated, subject to Clause 21.10, to reflect any consumer protection standards that are introduced during the life of this **contract**.
- 21.13 Except as may otherwise be required by applicable law, all information and data provided by **us** or **you** to the other pursuant to this **contract** and marked "Confidential" or otherwise identified with specificity in writing as confidential at the time of disclosure ("Confidential Information") shall be treated as confidential and proprietary material of the providing party and will be kept confidential by the receiving party and used solely for the purposes of this **contract**. This restriction shall continue to apply for a period of five (5) years after the end or termination of this **contract**.
- 21.14 We give no warranty, express or implied, as to the adequacy, safety or other characteristics of the **district heating scheme**.
- 21.15 This **contract** is governed by and will be interpreted in accordance with the **laws** of England, and both **you** and **we** agree to accept the exclusive jurisdiction and decisions of the English courts.

Schedule 1 Our charges

1. Heat supply charges

Our current charges for the **heat supply** are made up of:

- a **standing charge**: for making the **heat supply** available to **your** home, regardless of whether **you** use it
- a **unit charge in Kwh** (for the **heat supply you** use).

The **charges** on the date this **contract** starts are as follows.

Charge	Before VAT	Including VAT
Daily standing charge	£0.54500/ day	£0.57225/ day
Unit charge in Kwh	£0.0727 pence per unit (kilowatt hour)	£0.076349 pence per unit (kilowatt hour)

These **charges** are valid from 01/01/2026 to 31/12/2026 but where required may be updated periodically as per the below.

2. Periodic price review

Subject to applicable laws and regulations, **we** may change **our** heat-supply **charges** based on the changes to the costs to operate the **district heating scheme** and particularly the costs of providing heat to residential heat customers. This does not follow a set indexation methodology.

We reserve the right to **change** the methodology of charges from time to time.

3. Abortive call-out charge

The **abortive call-out charge** is £50. **We** may increase the charge on 31 December each year in line with RPI All Items.

4. Debt-processing charge

The **debt-processing charge** is £10. **We** may increase the charge on 31 December each year in line with RPI All Items.

A Warrant fee will be charged when a warrant is required when access to a property has not been provided freely as per clause 13. This will be a straight pass through of costs to us of this warrant plus an administration fee of £100, which may increase in line with RPI all items each year on 31 December.

5. Disconnection and Reconnection charges

The **disconnection charge** is £200. **We** may increase the charge on 31 December each year in line with RPI All Items.

The **reconnection charge** is £200. **We** may increase the charge on 31 December each year in line with RPI All Items.

As per 14.2, the reinstatement charge following an unauthorised disconnection is dependent on the individual set up at the property and will be in addition to a "failure to gain permission administration charge". This cannot be confirmed in advance but **you** will be liable for the full cost should unauthorised disconnection take place.

6. Other charges

We will charge **you our** reasonable costs of any associated repair or replacement if **you** damage the **heat meter** or any other items of our equipment. If **we** carry out any work **you** are responsible for under this **contract**, **we** may charge **you our** reasonable costs.

Schedule 2

Service levels and service failures

Service levels

Our service levels set out in the table below are the levels of service **we** aim to provide under this **contract**.

We aim to meet **your** expectations in respect of the **heat supply to your home** and provide a good standard of service. **We** may improve **our service levels** without **your** permission, but not in a way which would be less beneficial to **you**. Any significant changes in the standard of service will be published on **our website**. Any other changes or updates to **our service levels** will be carried out in accordance with Clause **Error! Reference source not found.**

Service failures

Service failures are instances where **we** fail to meet a **service level**.

If **we** fail to meet a **service level**, **you** will be entitled to compensation, known as a **service-failure payment**, as set out in the table below. **We** will apply the total amount of **service-failure payments** accrued in any month to **your heat bill** for that month. Where the total of the **service-failure payments** in any month are greater than the amount **you** owe **us** under **your heat bill**, **we** will set off the **service-failure payments** against the subsequent month(s) of **heat bills**. If this **contract** has been terminated and the **service-failure payments** are greater than **your** final **heat bill**, **we** shall pay **you** any excess balance within ten (10) working days of the date of the final **heat bill**.

If **you** are on pre-payment any **service failure payments** will be applied as a credit onto the account.

These Service failures and service-failure payments as are subject to change from time to time and will be updated in the **terms and conditions** of supply on our **website**.

Item	Standard	Service level	Service failure	Service-failure payment (compensation)
1	Planned interruption	We will give you at least forty-eight (48) hours' written notice of a planned interruption to your heat supply that will last more than four (4) hours.	Less than forty-eight (48) hours' written notification given of a planned interruption	Will be counted as an unplanned Supply Interruption
		We will ensure that a planned interruption lasts no longer than five (5) days	When a planned interruption has lasted longer than five (5) days.	Rebate of standing charge for the period after 5 days the interruption continues for (Minimum total £30 per property for the whole interruption)
2	Unplanned supply interruption	Within thirty six (36) hours from the start of any unplanned supply interruption the heat supply will be available and at a temperature of at least 60° at the point where it connects to your home's heating system .	When we have failed to restore the heat supply or restore the heat supply to the required temperature within thirty six (36) hours of the interruption.	Rebate of standing charge for the period heat supply are still interrupted after 36 hours from the time of being made aware of the interruption (Minimum total £30 per property for the whole interruption)
3	Multiple unplanned	No more than three (3) unplanned supply interruptions , lasting	More than three (3) unplanned supply	Rebate of the standing charge for

Item	Standard	Service level	Service failure	Service-failure payment (compensation)
	supply interruptions in a year	for over twelve (12) hours, during a twelve (12) month period	interruptions , lasting for over twelve (12) hours, during a [twelve (12)] month period	the total interruption time after the first 3 occurrences in the calendar year (in chronological order) £30 per property minimum for each unplanned interruption after 3
4	Maintaining the service to vulnerable customers when the heat supply is interrupted during winter months	We will make arrangements to supply alternative heating to vulnerable customers if a planned supply interruption or an unplanned supply interruption last longer than twelve (12) hours during winter months.	When a planned supply interruption or unplanned supply interruption has lasted for longer than twelve (12) hours and we have not provided alternative heating (such as an electric heater) during winter months.	for each occurrence during winter months, £30 per property
5	Heat meter repair or replacement	Heat meter accuracy to be maintained within plus/ minus [5%]	Faulty heat meter (i.e. a heat meter not achieving the required accuracy) not replaced within [28] days after fault is identified	£30 per property.
6	Responding substantially to a complaint	We must respond to complaints within the timescales set out in our customer handbook	Failure to meet the response timescales or comply with our complaints process	The complaint will be sent to the energy ombudsman who will issue a response and dictate any compensation payment

The **service-failure payments** and each related cap shall be increased annually on 31 December in accordance with RPI All Items.

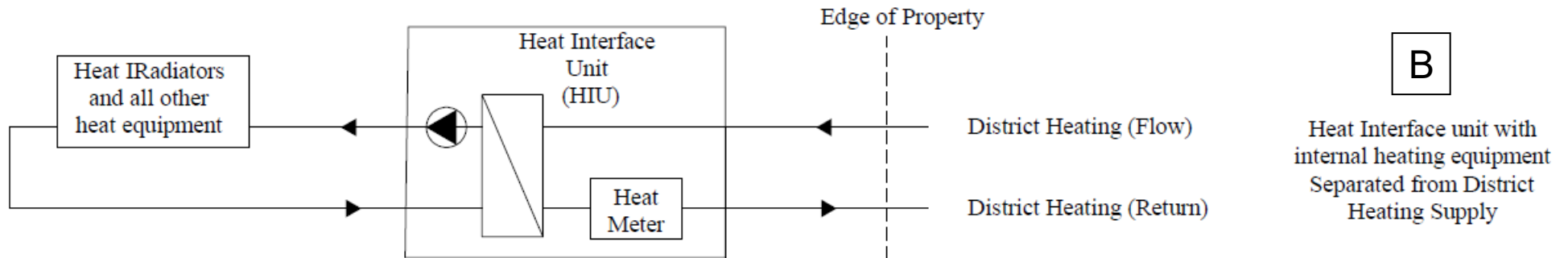
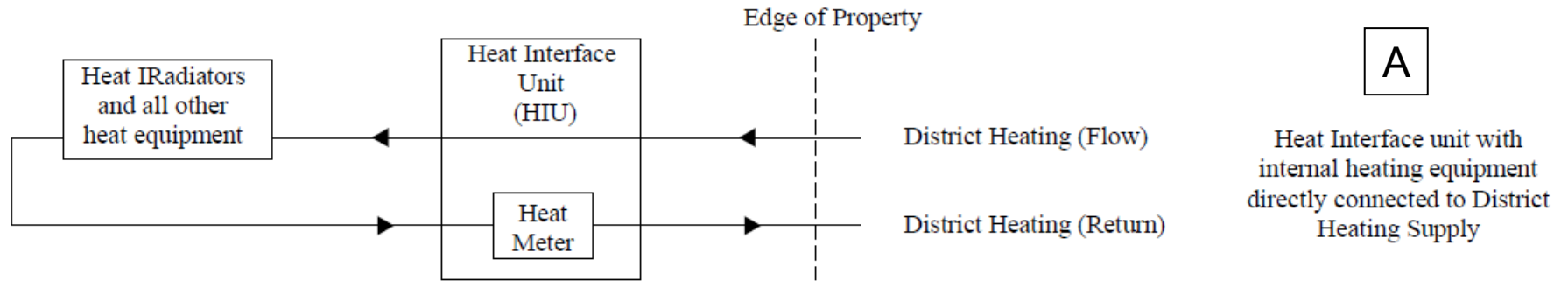
Please note: If there is a **service failure** which is caused by one of the circumstances set out below, **we** will not be required to make a **service-failure payment**.

Item 2, 3 and 5	<ul style="list-style-type: none"> The service failure was caused by you not complying with this contract.
Item 2 or 3	<ul style="list-style-type: none"> We are not able to provide the heat supply to your home because of any of the events or circumstances set out in Clause 16 (Events beyond our or your control), as long as we have used reasonable efforts to reduce the effects of the event or circumstances and start providing the heat supply again as soon as possible. We have to shut down the district heating scheme by law, as long as the need to shut down the district heating scheme does not relate to or arise out of our negligence or us not complying with this contract. We have suspended the heat supply because we have good reason to believe that we need to do so to avoid death, injury or severe damage to property, as long as the need to suspend the heat supply does not relate to or arise out of our negligence or us not complying with this contract. We have suspended the heat supply to your home under Clause 10 of this contract.
Item 4 only	We have not been able to provide alternative heating to your home because you have not given us access to your home at the arranged time.

Schedule 3 Heat supply diagram

The very simplified diagram below shows how the **heat supply** is delivered to **your home**. The diagram is only an example for 2 cases which covers a majority of our customer, of which it is noted which type **you** are in **your** contract under "HIU Set Up". The position of pipes and other items may be different in **your** home and individual circumstances for some residential properties are different.

We are responsible for the pipework up to the edge of your property and the heat meter within your property only. All pipework within your property, the **HIU**, all radiators and all other heat equipment within the property is **your** (or **your** landlords) responsibility.



Schedule 4

Heat Meter exclusions

In relation to **our** obligation to maintain, repair or replace **your heat meter we** shall be obliged to comply with Clause 12.1 but will not be liable for the following:

1. The costs of repairing the **heat meter** if the repair is needed because of damage caused by **you**, or where the work is carried out by someone other than **us**. In these circumstances **we** are entitled to recover any direct and reasonable costs in fulfilling **our** obligations under clause 12.1 from **you**.
2. Any defect or deficiency or damage to or fault or repair or replacement of any part of **your home's heating system** or any failure to properly operate or maintain **your home's heating system** which has effected the performance of **your heat meter**.
3. Any loss or damage to property caused as a result of **your home's heating system** breaking or failing, including any cleaning needed, or any damage to **your** belongings, fixtures or furniture, unless the loss or damage is caused by **us**.
4. Repairing faults or damage caused by subsidence (movement of the ground beneath **your home**), structural repairs, accident, fire, lightning, explosion, flood, storm or freezing weather conditions (unless in each such case caused or contributed to by **us**).
5. **We** are unable to gain access to the relevant part of **your heat meter** and any costs incurred to gain access to the **heat meter** where such access has been obstructed by **you** or anyone else.
6. Replacement of any appliances, bathroom fixtures, showers and sanitaryware unless the loss or damage is caused or contributed to by **us**.
7. Upgrades that **your landlord** may want to have carried out to improve or that **you** may want to have carried out to improve **your home's heating system**.
8. Replacing or repairing parts which do not affect how the **heat meter** or **your home's heating system** works or performs (for example, any decorative parts).
9. Interruptions to gas, electricity, water or telecommunications utilities needed to operate **the district heating scheme** or **your home's heating system**.
10. The costs of repairing damage or breakdowns caused by changes to or problems with any other energy, gas, water or telecommunications supply services unless and to the extent that such damage is caused or contributed to by **us**.
11. Replacing any batteries in any controls that operate **your home's heating system**.
12. Removing sludge or limescale from **your home's heating system** or any appliance, or repairing damage caused to the **heat meter** or **your home's heating system** by sludge or limescale within **your home's heating system**, unless the sludge or limescale is our fault. Unless it is **our** fault, we are entitled to recover any direct and reasonable costs in fulfilling **our** obligations under Clause 12.1 from **you**.
13. The water treatment of any water circuits in **your home's heating system** except where **we** have drained **your home's heating system** in order to comply with **our** obligations under this contract. In these circumstances **we** are entitled to recover any direct and reasonable costs in fulfilling **our** obligations under Clause 12.1 from **you**.
14. Interruptions to **your heat supply** whilst **we** repair or replace any part of the **heat meter**.
15. Anyone (other than **us**) interfering with any part of **your heat meter**.
16. Dealing with any **emergency** (unless caused by **us**).
17. Any event beyond **our** control under Clause 16 of this contract.