

Savings



Terms & Conditions.



1. Who we are

1.1 We are Utilita Energy Limited of Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh SO53 3QB, a limited company registered in England and Wales under company registration number: 04849181 and with VAT number: 823818422 ("Utilita"). "We", "our" or "us" shall be construed as references to Utilita.

1.2 The 'Savings' feature is made available to you by Utilita in accordance with these Terms.

1.3 For further information on the 'Savings' feature, please read our FAQs by following this link: www.utilita.co.uk/my-utilita/savings

2. Our agreement with you

2.1 In this agreement, these words have the following definitions:

App	means the Utilita balance and pay device application allowing you to view and manage aspects of your account with us, and allow you to pay your bills and manage charges on your account;
App Terms	means the Utilita terms and conditions for the provision of our App;
Codes of Practice	means our documented guidance and information sheets which explain the provision of the Services in more detail available here: www.utilita.co.uk/help/codes-of-practice
In-Home Display	means the in-home display equipment connected to your Smart Meter which automatically informs you and Us how much gas and/or electricity you use in real-time;
Premises	means the building, dwelling or space to which we supply the Services;
Privacy Information Notice	means our privacy information notice detailing how we process your personal data available here: www.utilita.co.uk/terms
Recovery Rate	means a set percentage rate (%) deducted from each and every top-up payment you make to your Smart Meter which we may apply if you incur an outstanding balance in relation to the Services;
Services	means the supply of gas and/or electricity to your Premises by Utilita;
Smart Meter	means either an electricity and/or gas meter, together with associated communications equipment including an In-Home Display;
Standard Terms	means the main Utilita terms and conditions for the provision of the Services to residential customers; and
Savings Terms	means these terms and conditions.

2.2 The Savings Terms supplement and must be read in conjunction with the following terms and conditions:

2.2.1 Standard Terms;

2.2.2 App Terms;

2.2.3 Codes of Practice; and

2.2.4 Privacy Information Notice

(together, the "Terms")

2.3 You can access the Terms by following this link:

www.utilita.co.uk/terms

2.4 Any terms defined in each of the above terms and conditions shall have the same meaning when used in the Savings Terms unless we have specifically amended the meaning otherwise.

2.5 In the event of any conflict between the Savings Terms and the Terms, the relevant Terms will apply.

3. Eligibility

3.1 In order to qualify to use the Savings feature, you must:

3.1.1 be a Utilita prepay customer in accordance with our Standard Terms and have a Smart Meter installed at your Premises;

3.1.2 not be in the process of leaving Utilita;

3.1.3 have downloaded and use the App.

4. Savings

4.1 The Savings feature enables eligible customers to save money with Utilita over the course of the year or the relevant period specified in the FAQs. A link to our FAQs can be found here: www.utilita.co.uk/my-utilita/savings

4.2 The Savings feature is only available through our App.

4.3 You can add money to the Savings feature, withdraw money or apply it to your Smart Meter at any time over the course of the year or the relevant period specified in the FAQs.

4.4 The maximum amount of money that you can add to the Savings feature is £1,000.00.

4.5 The maximum amount of money that you can transfer from the Savings feature to your Smart Meter at any time is £500.00.

4.6 Subject to clause 4.8, if you no longer meet the eligibility criteria or you leave Utilita, we will return any money you have put into the Savings feature.

4.7 Subject to clause 4.8, you can request a refund of any money you have put into the Savings feature at any time. Please contact our Customer Services on **03452 072 000** and we will work with you to facilitate the refund. Refunds can take up to 14 days.

4.8 If you have an outstanding balance in relation to the Services, you agree and accept that we are entitled to set off any amount you have put and/or saved into the Savings feature against the outstanding balance. We may (at our sole discretion) apply either a Recovery Rate on your Smart Meter or set off the total amount due in accordance with our Standard Terms if:

4.8.1 you wish to transfer money from the Savings feature to your Smart Meter;

4.8.2 you request a refund of any money you have put into the Savings feature; or

4.8.3 you leave Utilita.

4.9 Without prejudice to clauses 2.5 and 4.8, all outstanding balances in relation to the Services will be managed in accordance with the Standard Terms.

5. Savings prize draw

5.1 We operate an annual prize draw based on amounts customers have placed into the Savings feature. For further information on the prize draw, please read our FAQs by following this link: www.utilita.co.uk/my-utilita/savings. All prizes are subject to the FAQs and Utilita Extra's general terms and conditions for prize draws which are available here: www.utilita.co.uk/extra. If you are a winner, we will automatically add the prize amount as a credit to your Savings.

5.2 All prizes are as stated in the FAQs or on our website. No cash or equivalent, or alternative, will be offered or given at the request of the winner.

6. Your privacy

We explain what personal data we collect and what we use it for in our Privacy Information Notice.

7. Termination

If you do not comply with the Savings Terms or you no longer meet the eligibility criteria, we will stop you from accessing and using the Savings feature. We will tell you in advance if this happens unless it is an emergency. Subject to clause 4.8, any amounts you have put into the Savings feature shall be returned to you upon termination.

8. Our liability to you

- 8.1** We do not limit our liability to you where it would be unlawful for death or personal injury arising out of our negligence or fraudulent misrepresentation.
- 8.2** We are only responsible for foreseeable loss or damage that is caused by our failure to comply with the Savings Terms, or where we do not use reasonable skill and care. If you suffer loss as a result of our failure under the Savings Terms, our total aggregate liability to you for all claims is limited to the amount of money you have placed into the Savings feature for any one event or series of connected events in any 12 month period.
- 8.3** We are not responsible to you for any loss or damage that you may incur, including without limitation, if you provide or input incorrect or inaccurate information required for the use of the Savings feature (such as providing the incorrect energy reference account number or payment details).
- 8.4** So far as it is permitted by law, we are not responsible for any unforeseeable losses, or any other loss or damage that you may incur which is not an obvious consequence of our failure, or where the failure is due to circumstances that are beyond our reasonable control, including but not limited to:
- 8.4.1** any postponement or cancellation of a Savings prize draw;
 - 8.4.2** any changes to the supply (including where the prize does not reach the intended recipient) or cancellation of or use of the prize; and/or
 - 8.4.3** any act or default by the winner or their guest resulting in the winner or their guest being unable to activate the prize (and/or any elements of it) which are beyond our reasonable control, including (without limitation) communications failure with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of a prize draw, inaccessibility, unavailability or any kind of failure of the internet, any relevant website, mobile phone network, any software, any hardware or any combination thereof.
- 8.5** We are not responsible for any indirect, special or consequential losses you may suffer, including but not limited to any business losses or disruption to business activities.

9. Changes and variations

- 9.1** Sometimes we need to vary the Savings Terms to reflect changes in the law or best practice. Please check the Savings Terms and FAQs regularly to make sure you fully understand the terms and conditions that apply.
- 9.2** Where possible, we will let you know about any changes in a reasonable time before they take effect with a minimum 14 days' written notice on our website. If the change is to your benefit, we may make the change and tell you afterwards.
- 9.3** We may decide to stop providing the Savings feature. Accordingly, we may cancel and remove the Savings feature at any time without giving notice to you. However, where possible, we will let you know about any decision to cancel and remove the Savings feature in a reasonable time before it takes effect. Subject to clause 4.8, any amounts you have put into the Savings feature shall be returned to you upon removal of the Savings feature.

10. Governing law and jurisdiction

The Savings Terms shall be governed by the laws of England and Wales and disputes arising shall be dealt with by exclusively by the English courts. If the address of the Premises is in Scotland, your statutory rights are not affected.