

# Terms & Conditions

## Reward Scheme



## 1. Our agreement with you

### Definitions:

Wherever the following words and phrases appear in bold type in these **terms**, they have the meanings shown below.

<b>Business hours</b>	The period from 8.30 am to 5.30 pm on Monday to Saturday. For specific <b>energy hub</b> opening times, visit <a href="http://www.utilita.co.uk/energy-hub">www.utilita.co.uk/energy-hub</a>
<b>Eligible customer</b>	A person who is able to participate in <b>our reward scheme</b> in accordance with the eligibility criteria set out in clause 2.1 of these <b>terms</b> .
<b>Energy hub</b>	<b>Our</b> retail stores, throughout Great Britain, where people from the local community can go for energy advice and purchase <b>products</b> . For more information about <b>our energy hubs</b> , visit <a href="http://www.utilita.co.uk/energy-hub">www.utilita.co.uk/energy-hub</a>
<b>Reward card</b>	Any item <b>we</b> offer for sale and purchase in an <b>energy hub</b> .
<b>Reward scheme</b>	<b>Our reward scheme</b> which acknowledges and rewards customers for purchases made in participating <b>energy hubs</b> .
<b>Terms</b>	These <b>terms</b> and conditions.
<b>We (us, our)</b>	Utilita Energy Limited, a company registered in England and Wales under company registration number: 04849181. Our registered office is at Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh, SO53 3QB. Our VAT number is 823818422.

### Main terms:

**1.1.** These **terms** govern the **reward scheme** which allows **eligible customers** to gain credit vouchers following a specified number of purchases in participating **energy hubs**.

**1.2.** By participating in the **reward scheme**, you acknowledge that you have read, understood and agree to be bound by these **terms**.

**1.3.** If you do not accept these **terms**, you must discontinue using your **reward card**. If you continue to use your **reward card**, you will be deemed to have accepted these **terms**.

**1.4.** You must read these **terms** with **our** policies. To find out more about **our** policies, please visit **our** website at [www.utilita.co.uk/contact/policies](http://www.utilita.co.uk/contact/policies). From time to time, **we** may change or update **our** policies without telling you.

**1.5.** If you have any questions about the **reward scheme** or these **terms**, please speak to a member of **our** staff at one of **our energy hubs**.

## 2. Eligibility

You agree to pay for the products. This section explains how **we** charge you for the products and how you pay us.

**2.1.** The **reward scheme** is open to customers who are resident in the UK (excluding Northern Ireland), aged 18 or over but excludes current Utilita employees.

**2.2.** Only **eligible customers** will be capable of participating in the **reward scheme**.

**2.3.** **We** reserve the right to exclude you from the **reward scheme** if your conduct is contrary to the spirit or intention of the scheme. If **we** have a reasonable belief that you are misusing the **reward scheme**, **we** reserve the right to refuse your further participation in the scheme, including removal of any existing stamps.

## 3. Rewards

This section explains the rights available to you under this contract. It describes how and when you can return a product.

**3.1.** Upon request at any participating **energy hubs**, you will be issued with a **reward card** allowing you to collect stamps each time you purchase an item or items to the value of £10 or more in any one transaction.

**3.2.** Once you have received 10 stamps on your **reward card**, you will receive a £5.00 credit (**Reward**) to spend in-store at any participating **energy hub**. To check whether an **energy hub** is participating in the **reward scheme**, please speak to a member of staff at one of **our energy hubs**.

**3.3.** You will not be eligible for a stamp against any Paypoint or Payzone purchases.

**3.4.** You will not be eligible for a stamp against any gift card purchases.

**3.5.** If you make two or more separate purchases in any one transaction, you will only be eligible for one stamp.

**3.6.** Stamps have no cash value.

**3.7.** Stamps are personal to each individual and cannot be pooled with stamps earned by another individual and redeemed together. You cannot transfer your stamps to any other individual. It is not possible to merge the stamps from more than one **reward card** on to a single **reward card**.

## 4. Redeeming a reward

**4.1.** Upon receiving a 10th stamp on your **reward card**, **we** will mark it with a date upon which your **reward** will expire. This date will be 28 days from the date **we** mark your **reward card**. Your **reward** can be redeemed immediately to spend in any participating **energy hub** as long as it falls within this 28 day period.

**4.2.** To redeem your **reward**, simply take your completed **reward card** to a member of staff at any participating **energy hub**, show your 10 stamps and you will be issued with a £5.00 credit voucher code shown on your receipt which can be used against your next purchase.

**4.3.** You can purchase products with a value of more than £5.00 using your reward by making a part payment of the remainder of the product.

**4.4.** You can purchase products to the value of less than £5.00 using your **reward** but you will not receive the additional amount up to the value of £5.00 in the form of credit note or cash value.

**4.5.** If you forget your **reward card**, you will be unable to redeem your **reward**.

**4.6.** If you hold the equivalent of 10 stamps across multiple **reward cards**, you will not be able to redeem your **reward** until you have 10 stamps on one **reward card**.

**4.7.** Your **reward** cannot be redeemed against Paypoint or Payzone purchases.

**4.8.** **We** reserve the right to refuse to accept a **reward card** which **we** deem to have been tampered with, duplicated, damaged or which otherwise is suspected to be affected by fraud, misconduct, or unauthorised use. **We** may withdraw or cancel your **reward card** or take any other action **we** may deem appropriate if **we** suspect fraud, misconduct, or unauthorised use of your **reward card**.

## 5. Refunds

If you wish to return a product purchased using your **reward**, regardless of whether this product is faulty, you will be offered a £5.00 credit voucher to be spent in any participating **energy hub**. No cash refund will be available. If you part-paid for this product, the standard terms and conditions relating to provision of goods will apply to the additional payment made.

## 6. Our liability to you

**6.1.** **Our terms** and all the information contained therein (including, without limitation, names, images, pictures, logos, icons, information and material regarding or relating to any Utilita or Utilita group company products) is provided without any representation, endorsement, warranty or guarantee of any kind, express or implied (by law or other-wise).

**6.2.** **We** do not limit **our** liability to you for:

**6.2.1** death or personal injury arising out of **our** negligence or wilful misconduct;

**6.2.2** fraud or fraudulent misrepresentation;

**6.2.3** defective products under the Consumer Protection Act 1987;

**6.2.4** any other liability prohibited by law.

This does not affect your statutory rights or any implied **terms**.

**6.3.** **We** are only responsible for foreseeable loss or damage that is caused by **our** failure to keep to these **terms**, or if **we** do not use reasonable skill and care. If you suffer loss because of **our** failure under these **terms**, **our** total liability to you for all claims is limited to the amount of money you have paid under the **reward scheme** for any one event or connected events in any 12-month period.

**6.4.** So far as it is permitted by law, **we** are not responsible for:

**6.4.1** any unforeseeable losses, or any other loss or damage you may suffer 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 any postponement or cancellation of the **reward scheme** and any purchases thereunder and any act or default by the customer resulting in the customer being unable to redeem their **reward**; or

**6.4.2** any indirect, special or consequential losses you may suffer, including any loss of profit, loss of income, loss of opportunity, loss of contract or goodwill, or any other business losses or disruption to business activities.

**6.5.** **We** are not responsible for lost, stolen or damaged **reward cards**. **We** may replace your **reward card** at **our** sole discretion but will not transfer any previously obtained stamps to the new card.

## 7. General

**7.1.** From time to time, **we** may need to make changes to these **terms**. **We** will publish them online and in-store in **our energy hubs**.

**7.2.** **We** may send you any written notice or other written communication that is needed under or in connection with these **terms** by post or email. This does not apply if **we** need to serve any proceedings or other documents in any legal action or, if it applies, any other method of alternative dispute resolution.

**7.3.** **We** may cancel, withdraw, or alter the **reward scheme** at any time, including these **terms** without notice.

**7.4.** The **reward card** is for personal use only. Business use is strictly prohibited and to be determined at the point of sale.

**7.5.** This contract is personal to you. You cannot transfer it to another person unless **we** agree to this in writing.

**7.6.** **We** may transfer, assign or subcontract all or any part of **our** rights or obligations to an authorised third party. This will not affect your rights.

**7.7.** If any part of these **terms** is held invalid or cannot be enforced by any law, rule, order or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

**7.8.** Nobody else has any rights under these **terms**. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

**7.9.** Even if **we** delay in enforcing these **terms**, **we** can still enforce them later. **We** might not immediately chase you for not doing something or for doing something you are not allowed to, but that does not mean **we** cannot do it later.

**7.10.** These **terms** shall be governed by the laws of England and Wales and any disputes that arise shall be dealt with exclusively by the English courts. If you purchased a product and redeemed a **reward** from an **energy hub** based in Scotland, your statutory rights are not affected.