



TERMS AND CONDITIONS FOR CONNECTION AND SUPPLY OF DOMESTIC HOT WATER

Registered Office: The Greenhouse, MediaCityUK, Salford M50 2EQ Registered Number: 06684658 England & Wales

Straightforward Connections
www.leeputilities.co.uk

TERMS AND CONDITIONS FOR CONNECTION AND SUPPLY OF DOMESTIC HOT WATER

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 permit consumer contracts concluded at a distance to be cancelled within 14 days. As our contract with you is only concluded on the commencement of the supply of the Services and you therefore may use the Services before electing to cancel them, you may be charged for Services that you've used during this period prior to the cancellation taking effect. This summary provides an overview of some of your key cancellation rights. It is not intended to replace the contract below, which you should read carefully.

For detailed information about your consumer rights from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

1. INTRODUCTION

1.1 This document contains the full terms and conditions for the supply of Services by Utilities Services (MediaCity UK) Ltd. It is important that you read and understand all of the terms and conditions as they form a legally binding contract between you and us even if you do not read them. We may change these terms and conditions from time to time and publish such changes to our website.

1.2 Under these terms and conditions, references to the "**Services**" means the supply of hot water to the Premises as detailed in Appendix 1.

1.3 For the purpose of the Services, "**we/us/our**" means Utilities Services (MediaCity UK) Limited a company registered in England with company number 06684658 whose registered office is at The Greenhouse, Mediacityuk, Salford, United Kingdom, M50 2EQ. "**you/your**" means (or refers to) the party entering into the contract with us in relation to the supply of Services at the Premises.

1.4 The definitions for terms with capitalised first letters may be found at Clause 19.

2. INFORMATION WE GIVE YOU

2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. We will give you this information in a clear and understandable way. You will have access to this information before the supply of Services commences and these terms contain the information you will require.

2.2 We will give you information on:

2.2.1 the main characteristics of the Services including details of the systems;

2.2.2 who we are, where we are based and how you can contact us;

2.2.3 the total price of the Services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price);

2.2.4 the arrangements for payment;

2.2.5 how to exercise your right to cancel the Services and the costs of doing so; and

2.2.6 our complaint handling policy.

2.3 The key information we give you by law forms part of this contract (as though it is set out in full here).

3. TERM

These terms and conditions apply from the date you first start the Services at the Premises. The date on which the Services commence is the date a legally binding contract is created between us. The contract and these terms and conditions will continue in effect, unless terminated in accordance with Clause 10.

4. OUR OBLIGATIONS TO EACH OTHER

4.1 We will provide the Services to the Premises in accordance with all relevant laws and regulations.

4.2 You will be responsible for maintaining all pipes and fittings used in connection with the supply of Services on your side of the relevant meter. The pipes and fittings must be kept in good working order and safe condition at all times.

4.3 If your Premises are left unoccupied for more than one week, in order to reduce the risk of legionella bacteria colonising the hot water system in your Premises, you are required to carry out the following actions:

4.3.1 run the hot and cold taps for two minutes to clear any static water that may reside in the pipework; and

- 4.3.2 run the shower for at least two minutes before use.
- 4.4 You agree to pay our Charges and costs in accordance with Clauses 8 and 9.
- 4.5 We will ensure that we supply you with Services in accordance with the characteristics set out at Appendix 1 for the Services you are purchasing.
- 5. YOUR PRIVACY AND PERSONAL INFORMATION**
- 5.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, and how and why we collect, store, use and share such information, your rights in relation to our collection and use of your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about our collection and use of your personal information.
- 5.2 Our Privacy Policy is available on our website at <https://www.leeputilities.co.uk/privacy-policy/>
- 6. ACCESS TO PREMISES AND METERS**
- 6.1 We have access to all meters and any special metering equipment used to measure the supply of Services to your Premises referred to in these terms as the "**Metering Equipment**".
- 6.2 Following reasonable notice you must allow us and any person authorised by us to have safe, full and free access to your Premises and the Metering Equipment in order to:
- 6.2.1 provide the Services and carry out maintenance services;
- 6.2.2 install, maintain, test, remove or read any Metering Equipment that is used to measure the use of the Services at your Premises; and
- 6.2.3 disconnect, discontinue or cut off the supply of Services to your Premises (if required under Clause 10.1 or Clause 10.6).
- 6.3 In the case of an emergency you will allow us and any person authorised by us to have safe, full and free access to your Premises and the metering equipment without prior notice.
- 6.4 All our personnel and contractors will carry an appropriate form of identification and you are advised to check the identity and authority of any person wishing to enter your Premises. You can also check this by contacting us using the relevant telephone number set out on your invoice.
- 7. MAINTENANCE**
- 7.1 We are responsible for maintenance of our Equipment, which shall be at our own expense, save for your payment of the Maintenance Charge as provided for in Clause 8.3 and except in the circumstances described in Clauses 7.2 and 8.1.
- 7.2 You must pay all reasonable costs and expenses incurred by us in undertaking maintenance and repair where the need for maintenance and repair is caused by an act carried out (or failure to act where instructed by us) by you or any third party authorised by you.
- 7.3 You must pay us the Maintenance Charge which is set out in our Charges and in return we will:
- 7.3.1 maintain, replace and repair our Equipment; and
- 7.3.2 provide labour and parts for repair and maintenance services for our Equipment.
- 8. PRICES AND PRICE CHANGES**
- 8.1 Our prices are set out in our Charges at Appendix 2.
- 8.2 The water and disposal element of the Charges relating to the delivery of the Services will be equivalent to the prevailing rates charged by the Local Water Undertaker.
- 8.3 Maintenance Charges will be increased annually in line with inflation, according to the Retail Price Index.
- 8.4 You will pay us for the Services we provide on the basis set out in the Charges. The Charges will be reviewed annually on 1st April and may be adjusted accordingly.
- 8.5 We will charge you for any additional costs incurred by us in fulfilling our obligations under these terms and conditions (beyond that which we would normally incur) as a result of any breach by you of your obligations under these terms and conditions.
- 8.6 All Charges, including the additional charges set out at Clause 8.5, are exclusive of value added tax which will be payable in addition.

9. INVOICING AND PAYMENT

9.1 Subject to Clause 9.3, we will send you invoices which will include a breakdown of our Charges every quarter. All invoices are payable within 14 days of the date on the invoice.

9.2 We reserve the right to check your details with one or more credit-reference and fraud-prevention agencies to help us make decisions about your ability to make payments and the payment arrangements which we may offer you. We, the credit-reference and fraud-prevention agencies, will use your information in the following ways:

9.2.1 we will search at credit-reference and fraud-prevention agencies for information about you. If you provide information about other people who receive our services on a joint basis, you must make sure they agree that we can use their information to do this. If you give us false or inaccurate information and we suspect fraud, we will pass your details to credit reference and fraud-prevention agencies. Law-enforcement agencies (such as the police and HM Revenue and Customs) may receive and use this information;

9.2.2 we and other organisations may also access and use information about you provided by credit-reference and fraud-prevention agencies, for example to:

- (a) check details on applications you make for credit and credit-related services;
- (b) check your identity;
- (c) prevent and detect fraud and money laundering;
- (d) manage credit and credit-related accounts or services; and
- (e) recover debt;

9.2.3 when credit-reference agencies receive a search from us, they will record this on your credit file;

9.2.4 we will send information on your account to credit-reference agencies and they will record it. If you have an account with us, we will give details of it and how you manage it to credit-reference agencies. If you have an

account and do not repay money owed in full or on time, credit-reference agencies will record this debt. They may give this information to other organisations and fraud-prevention agencies to carry out similar checks, find out your whereabouts and deal with any money you owe. The credit-reference agencies keep records for six years after your account has been closed, you have paid the debt or action has been taken against you to recovery the debt; and

9.2.5 we and other organisations may access and use information recorded by fraud-prevention agencies.

9.3 We reserve the right to require, as a condition precedent to our supplying or continuing to supply the Services to you, that you pay invoices by direct debit, including, without limitation, where you fail to settle any invoices by the required date for payment, where you have been disconnected and are subsequently reconnected, or where our credit checks highlight that direct debit would be our preferred approach for your supply.

9.4 For the purpose of calculating the Charges you owe us we will read our meters remotely. We will occasionally visit the Premises to read the meters on site.

9.5 If the relevant meter fails to accurately record the amount of applicable Services supplied to your Premises or the necessary information is not available remotely, we may make a reasonable estimation of the amount based on your actual usage of the applicable Services for the last quarter when accurate information was available. Such estimates will be used as the basis for calculating how much you should pay. If you do not agree with our estimate, you may notify us in writing, giving reasons and we shall consider your concerns in good faith.

9.6 We may also need to estimate the amount of Services that you have been supplied with if your meter is not read immediately before you start taking a supply or on the date on which your supply of the applicable Services ceases. All our estimates will be made on a reasonable basis and we will explain how we have calculated the estimated amount on request.

9.7 If you believe that any meter at your Premises is defective you should contact us immediately.

- 9.8 You agree to pay each invoice in full (even if the amount is estimated) by the agreed payment method. All invoices are payable within 14 days of the date on the invoice. If you do not pay within that period, your right to continue receiving the Services may be affected.
- 9.9 We reserve the right to charge interest for late payment at an annual rate of 4% above the base lending rate of the Royal Bank of Scotland from time to time in force. Such interest will only be charged where we have given you notice of our intention to charge interest and you have failed to make the relevant payment within 20 days of such notice.
- 9.10 Without prejudice to clause 9.11, we reserve the right to levy the following additional charges in the event of your payment failure:
- 9.10.1 where a cheque fails or is otherwise returned, £5 per cheque;
- 9.10.2 where a direct debit or standing order payment is not made on time in full, £5 per item; and
- 9.10.3 in the event of any failure to pay in full by the relevant required date, an additional £10 late payment charge.
- 9.11 We reserve the right to recover any reasonable expenses incurred in recovering monies you have failed to pay, including costs associated with disconnecting/reconnecting the supply of the Services.
- 10. YOUR RIGHT TO END THE SUPPLY AND OUR RIGHT TO STOP SUPPLY**
- 10.1 You have the right to cancel your contract with us without giving any reason within 14 days of the commencement of the Services by giving us notice of cancellation. The cancellation period will expire after 14 days of the commencement of the Services. If you wish to cancel the Services, you must send communication of your cancellation so that we receive it before this period expires. If you choose to cancel within 14 days, you may be charged for the Services supplied to the Premises before such supply ceases.
- 10.2 You can end the supply of either of the Services by giving us notice in any of the following ways:
- 10.2.1 by notifying us in writing at least 14 days before you cease to own or occupy the Premises, that you will no longer be the owner or occupier of the Premises on the date your supply would otherwise have commenced;
- 10.2.2 by notifying us in writing that you no longer wish to receive the supply of the applicable Services from us. If we receive such notice we will require access to the Premises to disconnect the supply and the supply will only cease at the point of such disconnection.
- 10.3 When we have received notice under Clause 10.2 we shall prepare a final invoice for you. We may need to obtain a final meter reading for the terminated Services to be stopped in which case Clause 6.2 will apply.
- 10.4 If you do not give us proper notice under Clause 10.2, you will continue to be liable under these terms and conditions until:
- 10.4.1 the second working day after you have given us proper notice; or
- 10.4.2 the date we start supplying a subsequent owner or occupier of the Premises.
- 10.5 You should pay our final invoice within 14 days of the date on the final invoice. We may ask you to pay any reasonable additional administration charges that we incur if you do not pay within 14 days of the date of the invoice.
- 10.6 We are entitled to disconnect the supply of the Services to your Premises on giving written notice if:
- 10.6.1 you do not pay your invoices within 14 days of our written reminder for payment or you refuse to pay on a direct debit basis as required by Clause 9.3;
- 10.6.2 you deliberately interfere with a meter or with any part of the Metering Equipment;
- 10.6.3 you are declared bankrupt or any formal steps are taken to have you declared bankrupt;
- 10.6.4 there is an emergency situation and we need to discontinue the supply of all or part of the Services for a constant period of 30 days; and
- 10.6.5 you are no longer the owner or occupier of the Premises.
- 10.7 If we give you notice to end the supply of the Services to your Premises under Clause 10.6 we will be entitled to take action to prevent the

supply of those Services to your Premises (including gaining access to the Premises) and/or disconnect your Premises once the notice period ends.

10.8 If we have disconnected the supply of Services to your Premises as a result of Clause 10.6.1 and you then make payment in full, or Clause 10.6.5 and you notify us that you intend to continue to be the owner or occupier of the Premises, we shall reconnect your supply as soon as reasonably practicable.

10.9 When the supply of Services comes to an end for whatever reason you will be liable to pay all Charges due for the supply to the Premises up to and including the date that the supply of Services ceases. If applicable, you will also be liable to pay us any reasonable costs we incur in disconnecting the Premises or preventing a supply to the Premises.

10.10 The end of this arrangement to supply Services under these terms and conditions will not affect any of your or our rights and obligations which arose prior to the end of the arrangement or which are stated in these terms and conditions to continue to apply after that date, including our right to receive any money which you owe to us under these terms and conditions and our contract with you.

11. INTERRUPTION OF SUPPLY AND DISCONNECTION

11.1 Whilst we always try to provide a constant supply of Services, factors outside our control may prevent this. Unplanned interruptions to supply may occur due to burst pipes, adverse weather conditions such as heavy frost or drought, accidents or work that we have to carry out to resolve an emergency.

11.2 The supply of Services to your Premises may be interrupted or your Premises may be disconnected and we will not be liable for breach of these terms and conditions:

11.2.1 if circumstances occur which are beyond our reasonable control and which have the effect of preventing us from performing our obligations including (but not limited to) burst pipes, adverse weather conditions such as heavy frost or drought, accidents or work that we have to carry out to resolve an emergency; or

11.2.2 if we consider it necessary to disconnect the supply of Services:

(a) to avoid danger;

(b) if there is an accident or other emergency affecting or likely to affect our systems or any other system through which (directly or indirectly) we receive a supply of Services; or

(c) if we cease to be entitled by law to make the supply of any Services.

12. VULNERABLE CUSTOMERS

12.1 If we believe that you need extra care, we can record that in our information about you and sometimes share this with other organisations, as set out in Clause 12.5 below and in accordance with our Privacy Policy. We keep a priority service register of customers who may need extra care e.g. because of age, health, disability, or another reason. We can record such information for any member of your household.

12.2 If you think you may be entitled to be on this register and qualify for any of the services described in this Clause, please contact us so that we can explain the benefits available.

12.3 We provide special services for customers on the register, such as password schemes for meter readings.

12.4 We understand that some customers may take comfort from a family member or friend checking their bills and letters. If this applies to you, please contact us so this can be arranged.

12.5 Subject to the terms of our Privacy Policy and with your consent, we may share this information with social services, charities, and support organisations, if we think that they could help you or any other members of your household.

13. ADVICE TO CUSTOMERS

13.1 We strongly advise you to keep a check on your use of the Services.

13.2 To waste water, misuse water, consume water unduly, or contaminate water is a criminal offence.

13.3 It is an offence to tamper with a meter, or to allow others to do so, in order to prevent it from recording accurately.

13.4 The person who is liable to pay meter charges is the occupier of the Premises, unless an agreement to the contrary has been reached

with us. This means that if you are a tenant, then you are responsible for the Charges unless your landlord has informed us that he or she will pay the Charges.

14. **LIMIT ON OUR RESPONSIBILITY TO YOU**

14.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury due to our negligence) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

14.1.1 losses that:

- (a) were not foreseeable to you and us when the contract was formed; and/or
- (b) that were not caused by any breach on our part;

14.1.2 business losses; and/or

14.1.3 losses to non-consumers.

15. **COMPLAINTS AND DISPUTES**

15.1 Any complaints and disputes arising in connection with these terms and conditions will be referred to and dealt with in accordance with our customer complaints procedure.

15.2 We will try to resolve any complaints and disputes quickly and efficiently.

15.3 If you are unhappy with:

- 15.3.1 the Services;
- 15.3.2 our service to you generally;
- 15.3.3 any other matter for which we are directly responsible,

please contact us as soon as possible using the telephone number 0345 122 6786 [between the hours of 8am-6pm](#) with a clear explanation of your concern. We will endeavour to respond to any telephone complaints at the time of your call if possible and any written complaints within 10 working days, although it may take longer to respond.

15.4 If a complaint or dispute cannot be resolved using our internal customer complaint procedure, we will let you know that we cannot settle the dispute with you.

15.5 If you want to take court proceedings, the relevant courts in the part of the United Kingdom where you live will have non-exclusive jurisdiction in relation to these terms and conditions and our contract with you.

16. **FAULTS AND EMERGENCIES**

16.1 If you're aware of any matter or incident that either causes danger or requires urgent attention in relation to the supply or distribution of the Services or affects or is likely to affect the maintenance of the security, availability and quality the Services, you must contact us immediately using the telephone number 0345 122 6786. Further details of how to contact us can be found on your bill, on our website and at the end of these terms and conditions.

16.2 We will endeavour to respond to an emergency issue within 4 hours of notification, although it may take longer to rectify the problem.

17. **INFORMATION**

17.1 We may allow other people and organisations to use information we hold about you, without limitation:

17.1.1 to provide Services to you in accordance with these terms and conditions;

17.1.2 to help prevent and detect debt, fraud or loss (including giving information to credit-reference agencies);

17.1.3 if you do not make the payments required under these terms and conditions, we may transfer your debt to another organization or give them details about you and the debt;

17.1.4 if we are asked to provide information for legal or regulatory requirements;

17.1.5 as part of a current or future legal action; and

17.1.6 as part of data-sharing initiatives, for example, those designed to identify and assist vulnerable groups of customers.

17.2 Please read our Privacy Policy in respect of our use of your personal information in these circumstances.

18. **GENERAL**

- 18.1 Any reference to a statutory provision or instrument includes reference to the provision or instrument as amended, modified, consolidated, re-enacted or replaced.
- 18.2 If any provision of these terms and conditions (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this agreement shall not be affected.
- 18.3 You agree to provide us on request with any information you have which we reasonably require in order to provide the supply of Services including maintenance services. We will process your information and may share it with other companies within our group in order to supply you with the Services, for account administration (including debt collection), risk assessment, marketing and analysing your account history.
- 18.4 No one other than you and us has any right to enforce any of these terms and conditions.
- 18.5 These terms and conditions are governed by the laws of England and Wales.

- 18.6 Nothing in these terms and conditions affects your statutory rights.

19. **DEFINITIONS**

"**Charges**" means our charges for the Services as set out at Appendix 2 as applicable and as amended from time to time.

"**Equipment**" means heat meters, controls, heat exchanger, pipelines or any other property of ours installed or provided by us for the purposes of the supply of hot water to the Premises including the Metering Equipment.

"**Maintenance Charges**" means the charges for maintenance included in the total Charges.

"**Premises**" means the address at which you require the supply of Services.

"**Local Water Undertaker**" means the local water and sewerage undertaker from time to time, currently Leep Water Networks Ltd registered in England with company number 06680258 whose registered address is The Greenhouse, Mediacityuk, Salford, United Kingdom, M50 2EQ.

Appendix 1

HOT WATER SERVICES

1. CHARACTERISTICS OF HOT WATER

~~Number 1 and The Heart: This water to be supplied between 55 and 65 degrees celsius.~~

~~The Lightbox and TBC: This water to be supplied between 80 and 95 degrees celsius.~~

Minimum temperature: 55 degrees Celcius.

Maximum temperature 65 degrees Celcius.

2. DETAILS OF SERVICES

The provision of hot water to the meter point within the customer's premises.

~~3. DETAILS OF MAINTENANCE SERVICES~~

~~Appendix 2~~

Appendix 2

HOT WATER CHARGES

[Note: please insert details of the charges relating to the Services. We have set out the existing charges above but based on the Heat Network (Metering and Billing) Regulations 2014 as amended, all fixed and variable costs should be stated in plain English without the use of complicated formulas so you may wish to revise the below]

[These Charges are applicable to 31st March 2019 and are subject to adjustment as set out in Clause 8.1 and Clause 8.4.

Maintenance Charge: £3.35 per month

Hot Water Charge:

The hot water to the Premises is metered and the Charge is made up of two elements:

- (i) The volume of water which is measured via the meter is charged the equivalent of the prevailing rate of the licensed Water and Sewerage Undertaker's charges for the supply of cold water.

The current charges applicable to 31st March 2019 are:

Water	Volume:	£1.867/m ³
Sewerage Volume:	£1.228/m ³	

- (ii) In addition, the hot water supplied is also subject to an energy charge to cover the heat supplied to provide the hot water. This is calculated as follows:

Flow in m³ x water specific heat capacity x temperature rise in hot water system x water density
KJ to kWh conversion factor

Average mains water inlet temperature:	10
Supply temperature:	60
Temperature rise:	50
Specific heat capacity:	<u>4.2 kJ/kg Deg C</u>
Water density:	998 kg/m ³
KJ to kWh divide by:	3600

Equals:

Flow in m³ x 4.2 x 50 x 998
3600

This formula calculates the energy used to provide the hot water in kWh's, which is then multiplied by the electricity rate as indicated below.

The electricity rate, which shall be multiplied by this volume, applicable to 31st March xx is xx. This rate has been arrived at by discounting by 5% the top five electricity supplier rates for non-Direct Debit payments in your area by reference to uSwitch.com or an alternative nationally recognised price comparison website.

HOW TO CONTACT US:

If you need help or advice regarding your hot water supply or have any query on your account or on these terms and conditions please contact us quoting your account number:

By telephone on:

0345 122 6786

By email at:

hotwater@leeputilities.co.uk

By post at:

**Utilities Services (MediaCity UK) Ltd
The Greenhouse
MediaCityUK
Salford
M50 2EQ**