

TERMS AND CONDITIONS OF SUPPLY (CENTRALISED)

CONTENTS PAGE

1 Definitions.....1

2 Providing the Heat Supply to you6

3 Standards of Service7

4 Customers in Vulnerable Situations.....7

5 Charges8

6 Your Bill and Annual Statement.....8

7 Paying your bill.....9

8 Meter readings10

9 Failing to pay.....11

10 Disconnecting your supply for failing to pay11

11 Reconnecting your supply.....12

12 Operating and maintaining the equipment12

13 Access, emergencies and planned maintenance14

14 Ending this contract15

15 Consequences of ending this contract.....16

16 Events beyond our or your control16

17 Limit of liability17

18 Complaints17

19 Using your personal information17

20 Letting out your home19

21 General.....20

22 Other Conditions.....21

Schedule 1 22

 Service Levels and Service Failures22

Schedule 2 25

1 DEFINITIONS

The meanings and explanations of words that are printed in bold in these **Terms and Conditions of Supply** which form part of this **Contract** are as follows:

“Abortive Call-Out Charge”

the charge **you** will have to pay if **we** are unable to gain access to **your home** as more particularly described in clause 13.

“Annual Statement”

the statement provided annually by **us** to **you** as more particularly described in clause 6.6;

“Back-Bill”

a bill sent to **you** by **us** when **you** have not been correctly charged for any **Heat Supply**;

“Billing Information”

means the billing information **we** are required to provide **you** as more particularly described in clause 6.2;

“Change in Law”

means the coming into effect of any **Law** after the date of this **Contract**, and/or the modification, repeal or replacement of any **Law** after the date of this **Contract** and/or in the case of a judgement of a **Competent Authority** (including any court, local, national or supranational agency, inspectorate, minister, ministry, administrative or regulatory body, authority, official or public or statutory person) having jurisdiction over either or both of **us** or the subject matter of this **Contract**, any binding change in the interpretation or application of any **Law** after the date of this **Contract** by such **Competent Authority**;

“Charge(s)”

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

- the **Fixed Charge**;
- the **Variable Charge**;
- any **Disconnection Charges, Reconnection Charges, Abortive Call-Out Charges**; and
- any other amounts **we** are entitled to charge under this **Contract**;

“Charging Statement”

means **our** statement of **Charges** published on our website: www.lmheat.co.uk/charges ;

“Competent Authority”

means any court, local, national, or supranational agency or authority, inspectorate, minister, ministry, administrative or regulatory body, authority, official or public or statutory person having (in each case) jurisdiction over either or both of the parties, the **Contract** or the subject matter of the **Contract**;

“Complaint(s)”

any expression of dissatisfaction made to **us**, related to any one or more of **our** products, services or the manner in which **we** have dealt with any such expression of dissatisfaction, where a response is either provided by or on behalf of **us** at the point at which contact is made or a response is explicitly or implicitly required or expected to be provided thereafter;

"Consumer Price Index"

the all items index of consumer prices published by the Office for National Statistics as amended and re-based from time to time, or if such index is no longer published, such index published by the Office for National Statistics which most closely resembles such index;

"Contract"

the legal contract between **you** and **us**, which is made by **you** accepting a **Heat Supply** from the **Network** and is subject to these **Terms and Conditions of Supply** and any schedules referred to in them;

"Customers in Vulnerable Situations"

means a Customer whose personal circumstances and characteristics combine with aspects of the market, to create situations where the customer is:

- a) significantly less able than a typical customer to protect or represent his or her interests in the energy market; and/or
- b) significantly more likely than a typical consumer to suffer detriment, or that detriment is likely to be more substantial;

this could be, but is not limited to, someone who is:

- (i) suffering from a terminal or chronic illness;
- (ii) mentally or physically disabled, or having a hearing or visual impairment;
- (iii) of an age which requires additional support; or
- (iv) suffering severe financial difficulty;

"Disconnection Charge"

our Charge for disconnecting the **Heat Supply** to **your home** under clauses 10, 12 or 20;

"Emergency"

an incident caused by or affecting the **Network** which is causing or likely to cause a serious risk of personal injury or serious damage to property, severe impact to **Heat Supply**, and/or loss of **Heat Supply** to multiple residences;

"Equipment"

means the heating system inside your home including all circulation pumps, internal plumbing pipes, valves, emitters, hot water cylinders, thermostats, timers and other relevant apparatus (including the **HIU**) within the boundary of **your home** which **you** are responsible for and which is not part of the **Network** (but not including the **Heat Meter**);

"Fault"

means any defect, failure, problem or malfunction of the **Network** that affects the safety or normal use of the **Heat Supply** with or without causing an interruption to the **Heat Supply**;

“Final Demand Letter”

means the last notice in a series of requests by **us** to **you** for payment of money owed by **you**, which as a minimum will set out:

- the amount owed;
- the original due date stated on the **Heat Bill** and the date of the relevant **Heat Bill**;
- any amounts due which have accumulated since the date of the original unpaid **Heat Bill**;
- **our** contact details;
- information on how to pay the amount due;
- actions that may be taken if the amount due is not paid; and
- the deadline by which **you** must pay the amount due;

“Fixed Charge”

our charge which covers some of our costs of maintaining and repairing the **Network**, and making the **Heat Supply** available to you to use **as set out in our Charging Statement** published on **our** website: www.lmheat.co.uk/charges;

“Flow Temperature”

means the measured hourly mean temperature of Heating made available to the HIU;

“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”

means a bill issued at regular intervals in accordance with Clause 6;

“Heat Meter”

the meter located in **your home** to measure the amount of **Heat Supply** used by you;

“Heat Supply”

the supply of hot water delivered to the **HIU** within **your home** for the purposes of providing heating and hot water to **your home**;

“Heat Trust”

means the Heat Trust customer protection scheme for the heat networks sector or a widely recognised replacement or successor to this scheme;

“HIU”

the unit in **your home** that transfers heat from the **Network** to your **Equipment**;

“Late Payment Reminder Letter”

means a notice **we** may send to **you** if **you** have not paid **your Heat Bill** by the due date set out on the **Heat Bill** which, as a minimum, will set out:

- the amount owed;
- the original due date stated on the **Heat Bill** and the date of the relevant **Heat Bill**;
- any amounts due which have accumulated since the date of the original unpaid **Heat Bill**;
- **our** contact details;
- information on how to pay the amount due;
- actions that may be taken if the amount due is not paid; and
- the deadline by which **you** must pay the amount due;

“Law”

Any reference to Law includes:

any law which is legally binding in England and Wales and / or Scotland from time to time which is applicable to a party in relation to its obligations under this **Contract**, including but not limited to, any statute, bye-law, ordinance, regulation, order, consent(s), directive, standard, guideline, notification, instruction, regulatory policy, code (including any industry code), guidance, administrative power, exercise of royal prerogative or common law or equity, and any ruling, directives, standards, policies or requirements of any **Competent Authority** which has jurisdiction in relation to a party to the **Contract** or the manner in which the activities contemplated by it are conducted;

“Minimum Flow Temperature”

means a **Flow Temperature** of at least 55°C;

“Network”

the network of boreholes, pipes and associated fixtures and fittings which is owned by **us** and which is used to provide the **Heat Supply** (including the **Heat Meter** and including the energy centre used to generate the heat);

“Ombudsman”

means the ombudsman for Energy (<https://www.energyombudsman.org/>), whose services are available to **you** in relation to any **Complaints** or claims **you** may have;

“Planned Interruption”

an interruption, discontinuance, or reduction in **your Heat Supply**, where **we** have given **you** at least forty-eight (48) hours’ notice and where we do not maintain the **Minimum Flow Temperature** for the notified period of the interruption;

“Priority Services Register”

means the register of customers who are in need of additional support as they are more likely than a typical customer to experience problems in communication, safety and supply of services, including **Customers in Vulnerable Situations** who have been notified to **us** in accordance with this **Contract**. **We** provide a range of extra services to customers on this register to meet their needs. Further information can be found at **our** website www.lmheat.co.uk/psr;

“Privacy Policy”

our privacy policy which explains:

- where **we** may get information about **you** from;
- why **we** need the information;
- what **we** will do with and 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;
- **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. **Our Privacy Policy** is available on our website at: www.lmheat.co.uk/privacy-policy;

“Reconnection Charge”

our **Charge** for reconnecting the **Heat Supply** to **your home** after **we** have disconnected **your Heat Supply** under clauses 10, 12 or 20;

“Service Failure”

means a failure by **us** to meet a **Service Level** set out in Schedule 1;

“Service Failure Credit”

the compensation **we** are required to provide to **you** for a **Service Failure**, as set out in Schedule 1;

“Service Levels”

the minimum levels of service **we** agree to provide to **you** under this **Contract**. The **Service Levels** are set out in Schedule 1. If **we** do not meet those levels, **we** will provide **you** with compensation in the form of a **Service Failure Credit**;

“Summer Period”

means the period starting 1st April and ending 30th September each year, but which may be reasonably amended by **us** notifying **you** in writing;

“Supply Start Date”

means the date on which **we** start providing the **Heat Supply** to **you** (or anyone in **your home**);

“Terms and Conditions of Supply”

these terms and conditions which set out matters relating to the **Heat Supply** including **our** responsibility for the **Network** and **your** obligation to pay for the **Heat Supply**;

“Unplanned Supply Interruption”

an interruption in the **Heat Supply** which is not a **Planned Interruption**;

“Us”, “we”, “our”, “Last Mile Heat”

Last Mile Heat Limited, company registration number 13387039 with its registered office at Kingfisher Suite, Wheelhouse, Bonds Mill Estate, Stonehouse, Gloucestershire, United Kingdom, GL10 3RF;

“Variable Charge”

the charge **you** pay for each unit of **Heat Supply you** have used (as measured by the **Heat Meter**) as set out in **our Charging Statement** published on **our** website: www.lmheat.co.uk/charges. (A unit is equal to one kilowatt hour of energy.)

“Welcome Pack”

means the **Last Mile Heat** information booklet (as may be amended by **us** from time to time), which will have been provided to **you** when **you** moved into **your home**;

“Winter Period”

means the period starting 1st October and ending 31 March each year, but which may be reasonably amended by **us** notifying **you** in writing;

“you” or “your”

means you, the occupier of **your home**; and

“your home”

means the property occupied by **you** or where applicable, **your** tenant, to be provided with a **Heat Supply**.

2 PROVIDING THE HEAT SUPPLY TO YOU

- 2.1 **We** will provide the **Heat Supply** to **your home**. **We** are not responsible for the supply of any other utility services, such as electricity.
- 2.2 This **Contract** shall start on the **Supply Start Date** and shall end in the ways described under clause 14.
- 2.3 **We** will make **Heat Supply** available to **you** at all times (24 hours a day, every day of the year) during the term of this **Contract** in accordance with clause 3.
- 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** as appropriate. **We** will use reasonable endeavours to avoid, or if unavoidable, undertake such maintenance in a manner so as to minimise and mitigate the effects of any potential interruption, discontinuance or reduction or other adverse effect to the supply of **Heat Supply** to **you**.
- 2.5 **You** shall register **your** details with **us** within two (2) working days of the **Supply Start Date**, or of **your** legal occupation and/or ownership of **your home**, or of becoming responsible for the **Heat Supply** at **your home**. **We** reserve the right to conduct credit checks on **you**.
- 2.6 By accepting the **Heat Supply** from, or rejecting heat to, the **Network**, **you** are deemed to have accepted the **Terms and Conditions of Supply**.

3 STANDARDS OF SERVICE

- 3.1 **We** will make the **Heat Supply** available to **you** in line with the **Service Levels**.
- 3.2 However, **we** cannot guarantee that the **Heat Supply** provided to **your home** will never be interrupted. In certain circumstances **we** may need to interrupt or restrict the **Heat Supply**, for example:
- to carry out maintenance or repairs to the **Network**; or
 - to avoid danger or damage to any person and/or property.
- 3.3 If **we** do not meet a **Service Level**, **you** can claim compensation in the form of a **Service Failure Credit**.
- 3.4 If **you** are unhappy with the service **we** provide to **you**, please follow **our Complaints** procedure. Further detail is set out in clause 18. **Our Complaints** procedure is available on our website at www.lmheat.co.uk/complaints. **You** may also request a copy of **our Complaints** procedure in an alternative format by contacting **us**.
- 3.5 **We** are registered participants of the **Heat Trust**, which is a customer protection scheme for heat network customers. **We** are required, at all times, to comply with the requirements of the scheme. **We** may need to amend this **Contract** or **our Service Levels** if **we** are required to do so by the **Heat Trust** or by a **Change in Law**. If **we** do so, **we** will publish such amendments on **our** website and, where it is practicable for us to do so, provide **you** with at least thirty one (31) days' prior written notice before any amendments are implemented.
- 3.6 If the supply of **Heat Supply** to **your home** is interrupted (other than because of a **Planned Interruption**), **you** must tell **us** as soon as possible by contacting **us** via one of the communication methods set out on **our** website (www.lmheat.co.uk/contact) or in **your Welcome Pack**.

4 CUSTOMERS IN VULNERABLE SITUATIONS

- 4.1 **We** will provide extra help to **Customers in Vulnerable Situations** free of charge. If **you**, or any permanent resident of **your home**, is a **Customer in a Vulnerable Situation**, please let **us** know and **we** will add **you** to **our Priority Services Register** to get access to a range of support services.
- 4.2 If circumstances change and there is no longer someone who is a **Customer in a Vulnerable Situation** at **your home**, please notify **us** of this change.
- 4.3 There is more information about the help available in **your Welcome Pack** and on **our** website. **You** can also find out more information about **our** support services and **Priority Services Register** by contacting **us** or visiting **our** website at www.lmheat.co.uk/psr.
- 4.4 If **you** are visually or hearing impaired or prefer to receive information in a different format (for example, a paper copy), **we** shall on **your** request provide **you** with information in relation to **this Contract** and/or **our** communications in a format suitable to **you**. **We** may refer **you** to third party advice agencies, support services and charities for additional assistance and support.
- 4.5 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/or the ongoing supply of **your Heat Supply**), please contact **us** to let **us** know and **we** will provide **you** with additional support. **Our** website (www.lmheat.co.uk/psr) and **Welcome Pack** also set out more detail on the support available.

5 CHARGES

- 5.1 **Our Charges** are set out on **our** website (www.lmheat.co.uk/charges). **We** will add VAT to all of **our Charges** at the applicable rate.
- 5.2 **We** will review the **Charges** at least annually and will adjust them on 1 April each year in line with any increase in the **Consumer Price Index**. **We** may also review the **Charges** if there are changes in **our** costs of operation in accordance with the process described in clause 5.3. The new **Charges** will then apply until 1 April of the following year.
- 5.3 **We** may vary the **Charges** if any of the following circumstances apply which increase the costs to **Us** to provide the **Heat Supply** to **your home**:
- (a) there is a change in the cost of operating and maintaining the **Network**;
 - (b) there is a change in technology used to produce the **Heat Supply**;
 - (c) there is a **Change in Law** or change in tax;
 - (d) **we** need to invest in new plant or equipment;
 - (e) **we** incur costs that were not reasonably foreseen at the start of this **Contract**; or
 - (f) there is a change in benchmarking practices.
- 5.4 If **we** intend to adjust **our Charges** in any way set out in clause 5.3, which **we** may do from time to time, **we** will tell **you** thirty one (31) days beforehand and confirm the basis on which such adjustment has been calculated. Any adjustment to the **Charges** following **our** review will be independently verified and **we** will not adjust the **Charges** on this basis more than once every six months.
- 5.5 If **you** are entitled to a refund of any **Charges**, **we** will refund **you** within ten (10) working days following **your** refund request. If **you** receive a refund **you** are not entitled to, **you** must pay it back immediately when **we** ask **you** to.

6 YOUR BILL AND ANNUAL STATEMENT

- 6.1 **We** will provide **you** a **Heat Bill** bi-annually (according to **your** communication preference(s) as indicated by **you** via **our** website).
- 6.2 **Your Heat Bill** will set out the following.
- (a) the total **you** need to pay;
 - (b) the period the **Heat Bill** is for;
 - (c) the **Variable Charge** based on the amount of **Heat Supply** used by you as measured by the **Heat Meter** or based on our reasonable estimate and the **Fixed Charge**;
 - (d) any applicable Value Added Tax;
 - (e) any amount **we** add to recover underpayments or overdue **Charges** in accordance with clause 7;
 - (f) any reasonable and proper costs or **Charges** arising from loss or damage **we** suffer that **you** are responsible for under this **Contract**;
 - (g) any other costs or **Charges** due under this **Contract**;
 - (h) any amounts **we** have credited to **your** account or any **Service Failure Credit** **we** have provided following a **Service Failure**, as set out in Schedule 1;
 - (i) the balance of **your** account and payments made to **your** account;
 - (j) the payment plan **you** are on (where relevant);

- (k) where available, comparisons of **your Heat Supply** usage against the prior year; and
 - (l) contact information for organisations from which information can be obtained on energy efficiency improvement measures that **you** might want to undertake.
- 6.3 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.
- 6.4 **We** may need to change the date **we** issue **your Heat Bill** or how often **we** send them. If **we** do this, **we** will give **you** thirty one (31) days' notice.
- 6.5 Where **we** have undercharged **you** for the **Heat Supply**, **we** may issue a **Back-Bill** or reconcile the undercharging by applying a debit to **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** are likely to have any difficulties in making up these payments, please contact **us** straight away.
- 6.6 If **you** think there is anything wrong with **your Heat Bill** please contact **us** straight away. **We** will work with **you** to resolve the issue.

Annual Statement

- 6.7 **We** will provide **you** with an **Annual Statement** which will include:
- (a) details of the **Charges** applicable under this **Contract**;
 - (b) the total **Charges** incurred by **you** over the period of the **Annual Statement**;
 - (c) contact information, including website addresses, for organisations from which information may be obtained on available energy efficiency improvement measures; and
 - (d) **our** contact details in the event that **you** wish to make a **Complaint** or request further information, or for reporting emergencies or requesting energy efficiency advice.

7 PAYING YOUR BILL

Your responsibility for making payments

- 7.1 **You** must pay the amount set out in **your Heat Bill** by a monthly Direct Debit payment plan or within thirty one (31) days from the date of **your Heat Bill** if paid via bank transfer, credit or debit card.
- 7.2 Subject always to clauses 7.3 and 14.3, **you** will be responsible for paying the **Charges** until:
- (a) the **Contract** comes to an end under clause 14; or
 - (b) **we** suspend this **Contract** as permitted by clause 16.2 or clause 20.
- 7.3 **You** will still be responsible for paying the **Charges** if:
- (a) **you** do not live (or no one lives) in **your home** but this **Contract** has not ended in accordance with clause 14;
 - (b) **you** do not use the **Heat Supply** but this **Contract** has not ended in accordance with clause 14; or
 - (c) **you** have ended this **Contract** but someone at **your home** is using the **Heat Supply** without **your** permission.
- 7.4 **You** will still have to pay **Charges** if the **Heat Supply** to **your home** is interrupted or unavailable.

However, if the interruption or unavailability is due to a **Service Failure**, **you** will be entitled to a **Service Failure Credit**.

Paying by direct debit

- 7.5 If **you** pay **your Heat Bill** by a monthly direct debit payment plan, **we** will take the amount shown on **your Heat Bill** directly from **your** bank account. The amount **we** take via direct debit may vary each month depending on the amount of **Heat Supply** **you** use and whether **we** are entitled to recover any additional sums as provided for in this **Contract** or whether **you** are entitled to any **Service Failure Credit**

Paying by credit or debit card

- 7.6 If **you** want to pay **your Heat Bill** using a debit or credit card, **you** must ensure that **you** pay the amount by the due date by contacting **us** via one of the communication methods set out on **our** website (www.lmheat.co.uk/contact).
- 7.7 If **you** choose to pay **your Heat Bill** using a debit or credit card, **we** may charge **you** a processing fee, however **we** will ensure that this fee is not any more than the amount **we** are charged by **our** bank for processing the transaction by debit or credit card.
- 7.8 **You** must notify **us** within 14 days of receiving **your Heat Bill** if **you** are unable to pay it for a legitimate reason.
- 7.9 Following notification under clause 7.8, **we** may agree with **you** a new due date for payment or alternative arrangements, and **we** may refer **you** to debt advice or consumer support agencies.

8 METER READINGS

- 8.1 **Your Heat Bill** will show the amount of **Heat Supply** **you** have used, which **we** will record from the **Heat Meter** with our automated meter-reading system. Where possible **we** will read the **Heat Meter** remotely without requiring access to **your home**. However, if for any reason **we** are unable to read the **Heat Meter** remotely, **we** will where possible provide **you** with the means to give **us** **your** own reading(s). **We** will also aim to carry out a physical **Heat Meter** reading at least once every 12 months and **we** will require access to **your home** to do so in accordance with clause 13.
- 8.2 If **we** have not been able to read the **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 the **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 **Charges** and either:
- (a) **your** pattern of **Heat Supply** 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 the **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 the **Heat Meter** at any time if **we** believe that it is not accurate. **You** will not have to pay any costs if **we** ask **you** to check the **Heat Meter** unless **you** have damaged it.

9 FAILING TO PAY

9.1 If **you** are having difficulty making payments, **you** must tell **us** as soon as possible. **We** will work with **you** to agree a payment plan or alternative arrangements, or provide details of possible debt advice agencies or consumer support agencies.

9.2 **We** will monitor any payment plan that has been agreed, and adjust the plan where necessary to help **you** get back on track with **your** payments.

9.3 If **you** do not pay **your Heat Bill** within thirty one (31) days of the date of the **Heat Bill** or within fourteen (14) days of a **Late Payment Reminder Letter** (whichever is later), **we** will issue a **Final Demand Letter** and may undertake any of the following actions:

- (a) ask **you** to pay by another method;
- (b) change how often **we** send **you Heat Bills**;
- (c) 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**;
- (d) 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;
- (e) request that someone else guarantee **your** payments;
- (f) take court action to recover the any overdue **Charges** and **our** costs; and
- (g) as a last resort, having exhausted all reasonable actions available to **us**, disconnect **your Heat Supply** under clause 10.

9.4 **We** will first try to contact **you** by methods including, but not limited to, a series of letters (including a **Late Payment Reminder Letter** and **Final Demand Letter**), calls, text messages and e-mails to advise **you** to contact **us** in order to agree a repayment plan and/or pay any overdue **Charges**.

9.5 **We** may also visit **you** at **your home** to tell **you** about the overdue **Charges** and give **you** notice that **we** may end this **Contract**. Where applicable, **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**.

9.6 If **you** fail to contact **us** and/or pay the unpaid **Charges** then **we** may share information and pass the outstanding debt to specialist debt collection and tracing agents who may visit **your home**.

9.7 Any reasonable costs and expenses incurred by **us** in relation to taking action to collect any overdue Charges, including but not limited to any costs associated with debt collection visits and sending reminder letters, are chargeable to you.

9.8 Any current outstanding **Charges** will be stated on any reminder letter(s) and can also be checked by contacting **us** via one of the communication methods set out on **our** website (www.lmheat.co.uk/contact).

10 DISCONNECTING YOUR SUPPLY FOR FAILING TO PAY

10.1 Disconnecting **your Heat Supply** is a last resort and if, having exhausted all reasonable actions available to **us** in accordance with clause 9, **you** have not paid **our Charges**, **we** may, at our election, disconnect **your Heat Supply** from the **Network**.

- 10.2 **We** may charge **you** a **Disconnection Charge** to recover **our** reasonable costs for disconnection. **We** may pass any outstanding debt to a specialist debt collection agency who may visit **your home**.
- 10.3 **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** are **Customers in Vulnerable Situations**.

11 RECONNECTING YOUR SUPPLY

- 11.1 Subject to the reconnection timescales set out in clause 11.3, where **we** have disconnected **your Heat Supply** due to:
- (a) non-payment; or
 - (b) any of the circumstances set out in clauses 12.11, 12.15 and 20.6;
- we** will reconnect **your Heat Supply** if **you** have paid **us** all **Charges** and amounts **you** owe **us** including the **Reconnection Charge** and any charges which may be due in relation to processing of debt, in full, or **we** agree a payment plan with **you** to pay what **you** owe **us** over a period of time;
- 11.2 If **we** agree a payment plan with **you**, that plan will be based on **your** ability to pay.
- 11.3 Subject to obtaining access to **your home** and obtaining any consents, permissions or approvals required from a **Competent Authority**, **our** timescales for reconnecting **your Heat Supply** will vary between forty-eight (48) hours and four (4) weeks, depending on the method of disconnection. However **we** will always try to reconnect **your Heat Supply** as quickly as possible.

12 OPERATING AND MAINTAINING THE EQUIPMENT

Our responsibility

- 12.1 **We** own and are responsible for routinely inspecting, maintaining, repairing and/or replacing (if necessary) the **Network** and the **Heat Meter** in line with the **Heat Trust** and **Good Industry Practice**, at **our** cost (except in the circumstances set out in 02, when **you** or **your** landlord will be liable). The **Heat Meter** will be inspected at least once every 24 months.
- 12.2 **We** do not own and are not responsible for **your Equipment**. A diagram is contained in **our Welcome Pack** which explains who owns and who is responsible for each part of the system through which the **Heat Supply** is supplied to your home pursuant to these **Terms and Conditions of Supply**.
- 12.3 If **you** report a **Fault** or an **Emergency** concerning **your Heat Supply**, **we** may try to fix the **Fault** or **Emergency** by giving **you** certain instructions to carry out. If the **Fault** or **Emergency** cannot be fixed remotely, and **you** are left without a **Heat Supply**, **we** may need to come to **your home** to address the **Fault** or **Emergency**. **Our** timescales for responding to a **Fault** or **Emergency** are set out in Schedule 1.
- 12.4 In each case, **we** will use reasonable efforts to attend **your home** and repair the **Fault** or **Emergency**. However, if **we** need a part to repair the **Fault** or **Emergency**, 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.

Agreeing an attendance time

- 12.5 Where **we** need to undertake routine inspections, maintenance, repairs or replacement at **your home**, **we** will give **you** at least seven (7) days' notice of any such visit and will try to arrange the visit at a mutually convenient time. **We** will aim to provide **you** with a maximum four (4) hour time window for attending **your home** on the agreed day. **You** must provide **us** with access to **your home** during this time window.
- 12.6 Where **you** report a problem, **Fault** or **Emergency** concerning **your Heat Supply**, **we** will agree a four (4) hour time window (within the response timescales set out in Schedule 1) for attending **your home**. **You** must provide **us** with access to **your home** during this agreed time window.
- 12.7 **We** will be unable to keep to the response times above if **you** do not let **us** into **your home** to solve the problem.

Your responsibilities

- 12.8 **You** must make sure that **your Equipment** is kept in good working order and maintained, repaired and, where necessary, replaced in line with manufacturer's instructions. **You** shall contact **us** via one of the methods set out on **our** website (www.lmheat.co.uk/contact) and obtain **our** prior written consent for any proposed significant change to **your Equipment** or any alterations to such equipment or anything else that could affect the **Network** or impact the **Heat Supply**.
- 12.9 **We** are not liable for the cost of replacement or repairs in relation to **your Equipment** as described in clause 12.8 above or for any failure of or problems with **your Equipment**, unless the problem or failure has been caused by **us** or by the **Network**.
- 12.10 If the state of **your Equipment** is causing problems, or **we** believe that it is likely to cause problems to the **Network** or the **Heat Meter**, **we** may disconnect the **Heat Supply** until **you** repair or replace the relevant equipment to ensure there is no further impact on the **Network**.
- 12.11 If **you** cause (or any person living with or visiting **you** causes) any damage to, or interrupts, discontinues or reduces the operation of the **Network** or the **Heat Meter**, by any work that **you** do to **your Equipment** (for example, by draining **your Equipment** or moving radiators) or if **you** fail to maintain or repair **your Equipment** (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 **our** operation of the **Network**.
- 12.12 **You** must not (and must not allow any other person living with, or visiting **your home**, or any tenant of **yours** to):
- (a) tamper with, cause damage, interruption, discontinuance or reduction in operation to the **Network** or the **Heat Meter**, including, for example, through vandalism, misuse, interference or removal; or
 - (b) carry out any work to **your home** or to **your Equipment**, or misuse **your Equipment** or fail to maintain or repair such equipment so that it causes any damage, interruption, discontinuance or reduction in operation to the **Network** or the **Heat Meter**.
- If **you** do so, or allow any other person living in or visiting **your home** to do so, **you** must pay **our** costs of undertaking any necessary repairs, replacements or maintenance to the **Network** arising from such damage or impacts on operation.
- 12.13 **You** must tell **us** immediately if **you** know or believe that any part of the **Network** or the **Heat Meter** is damaged or destroyed, or if 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 provided that **you** pay **us** all costs **we** incur in doing so.

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 **Network** or **Heat Meter**, including taking **Heat Meter** readings;
- (b) disconnecting or reconnecting the **Heat Supply** in the circumstances allowed under this **Contract**;
- (c) terminating this **Contract**;
- (d) in an **Emergency**, or to mitigate any danger **we** reasonably believe exists to people or property in relation to the **Network**.

Anyone visiting **your home** for the purposes above will carry an ID card which includes a colour photograph, their name and contact details **you** can use to check their identity.

- 13.2 Except in an **Emergency**, or if a **Fault** has occurred, 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 endeavour to 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 the second and 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 the **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 a **Service Failure Credit** 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.

- 13.6 By entering into this **Contract**, **you** agree to give **us** consent to access **your home** at all reasonable times if **we** have reasonable grounds for suspecting that **you** are taking a **Heat**

Supply in a manner contrary to or in breach of the terms of this **Contract**.

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 Subject to clauses 14.2, 14.4 and 15.1 this **Contract** shall end on the date **you** are no longer responsible for **your home**. **You** shall give **us** at least two (2) working days' written notice in advance of such termination via the moving home form on **our** website (www.lmheat.co.uk/moving) or by writing to **us** at the address published on **our** website from time to time or such other address as is notified to **you** in writing.
- 14.2 If **you** are moving out of **your home**, **you** must provide **your** forwarding address to **us**, in order for **us** to send **you** your final **Heat Bill**. Even after ending this **Contract**, **you** must still pay all **Charges** that **you** owe. **We** will obtain a final **Heat Meter** reading using our automatic reading system on the date this **Contract** ends, or if **we** cannot do this for any reason **we** may ask you for a **Heat Meter** reading and **we** will provide **you** with a final **Heat Bill** within fourteen (14) days of **you** notifying **us** that **you** are moving out of **your home**.
- 14.3 If **you** remain the lawful owner of **your home** and let, sub-let or lease **your home** in accordance with clause 20, then **you** shall comply with the requirements in clause 20.7. **You** shall remain liable for all **Charges** arising under this **Contract** if **your home** is not occupied for any period of time.
- 14.4 If **you** do not give the necessary notice under clauses 14.1, 14.2 and/or 14.3, **you** will remain liable for all **Charges** arising under this **Contract** until the date on which the **Heat Supply** is supplied to **your home** by **us** under a supply contract with a person other than **you**. Any amounts due to **us** by **you** for the relevant period will be pursued through a debt collection agency. This may affect **your** credit rating.

Our right to end this Contract

- 14.5 **We** may end this **Contract**, without any liability to **you** (except as set out in clause 15.1) by providing **you** with five (5) days written notice if:
- you** or anyone living in or visiting **your home** has taken the **Heat Supply** without **our** permission or in a way designed to avoid paying for it and will **Charge you** the relevant Charge for the **Heat Supply**;
 - there is a problem with **your Equipment** (as described in clause 12.11 above) which is causing damage to or seriously affecting the **Network** and **you** have not resolved the problem after three (3) months' notice from **us** of the problem;
 - circumstances as set out in clause 16 mean that **we** cannot provide a **Heat Supply** to **you** under this **Contract**;
 - our** right to use the **Network** and to make a **Heat Supply** available to **your home** ends or is terminated; or
 - we** have disconnected **your Heat Supply**, as set out in clause 10.11;

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 breaches of this **Contract** (for example, non-payment) and **we** will still be liable for any previous breaches of this **Contract** by **us** (for example, failure to meet the **Service Levels**).
- 15.2 If **we** give **you** notice that **we** are going to disconnect the **Heat Supply** 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, and when reasonably required by **us** in connection with the same so as to reconfigure or remove the **Network** or the **Heat Meter** or any of **our** equipment (including fitting anti-tamper equipment) or any other equipment as reasonably required (with the consent of **your** landlord if applicable). **You** must not reconnect or attempt to reconnect the **Heat Supply** to **your home** without **our** permission or interfere with any of **our** equipment (including anti-tamper equipment).
- 15.3 If **you** continue living in **your home** and take a **Heat Supply** after this **Contract** has ended or was intended to end, or allow anyone else to do so, **you** will have to pay **us** for the same at a price **we** will tell **you** and this **Contract** will be deemed to still apply. That price will take account of any extra costs arising as a result of **you** taking the **Heat Supply** at **your home** after this **Contract** has ended or was intended to end.
- 15.4 The expiry or termination of this **Contract** will not affect the accrued rights of either **you** or **us** before any expiry or termination.

16 EVENTS BEYOND OUR OR YOUR CONTROL

- 16.1 Subject always to **our** rights set out in clause 12.4, 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 cause of the situation and have taken reasonable steps to prevent or reduce the impact of the event or situation:
- (a) 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;
 - (b) severe weather;
 - (c) **us** not being able to get into **your home** to fix a **Fault** or **Emergency**;
 - (d) circumstances which would cause **us** to break the **Law**;
 - (e) an event covered by Part 2 of the Civil Contingencies Act, 2004 (war, terrorism, threat to national security and so on); and
 - (f) any other exceptional circumstances beyond **our** control.
- 16.2 If **you** (or **we**) are having difficulties in complying with this **Contract** as a result of an event or situation listed 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, with the exception of a situation under clause 16.1(c) where **your** obligations will not be suspended.

17 LIMIT OF LIABILITY

17.1 Nothing in this **Contract**:

- excludes or limits **our** or **your** liability as regards **our** respective payment obligations under 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);
- 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. Subject to clause 17.1, **you** and **we** will not be liable to each other for any loss of profits, loss of business, loss of business and/or goodwill and any indirect losses arising under or in connection with this **Contract**.

17.3 Subject always to clauses 17.1 and 17.2, **we** will be liable for direct loss or damage caused by **our** negligence or as a result of **our** breaches of this **Contract**. If **you** suffer any direct loss or damage, **our** responsibility to **you** will be limited to a maximum of £10,000 in any calendar year. This limit will increase each year in line with the annual increase in the **Consumer Price Index**.

17.4 This clause 17 does not affect **our** obligations to provide the **Service Levels** set out in Schedule 1, or **your** rights to receive a **Service Failure Credit** for a **Service Failure**.

18 COMPLAINTS

18.1 **Our Complaints** procedure is set out on **our** website at www.lmheat.co.uk/complaints. **You** may nominate a representative to deal with **your Complaint** by notifying **us** of the nominee's name and contact details and **we** shall deal with such representative as if they are **you**.

18.2 **We** will always try to settle **your Complaint** as quickly as possible within the timescales set out in our **Complaints** procedure.

18.3 If, after following **our** full **Complaints** procedure, **you** are still not satisfied with **our** final response to **your Complaint**, **you** should follow the instructions set out in **our Complaints** procedure for third party resolution.

19 USING YOUR PERSONAL INFORMATION

19.1 In relation to 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 available on **our** website at www.lmheat.co.uk/privacy-policy.

19.2 **We** may collect information about **you** when **you** use **our** website; correspond with **us** by phone, letter, email, SMS or otherwise; or in the course of providing **you** with services/products. **we** may receive information about **you** from third parties, such as credit reference agencies and other energy suppliers. Information **we** collect includes, but is not limited to, name, postal address, phone numbers, e-mail addresses, date of birth, financial information (including bank account details), credit history, and information about use of **our** services/products, personal requirements and lifestyle.

19.3 Any information **you** provide or **we** hold (whether under this **Contract** or otherwise) may be used by **us**, **our** employees and/or **our** agents and contractors in accordance with the data

protection **Laws** (as from time to time amended or replaced) to:

- (a) deliver **our** services under this **Contract**;
- (b) provide **you** with online services;
- (c) identify **you** when **you** call;
- (d) assist in the detection and prevention of crime, fraud or loss;
- (e) assist in the administration of accounts, services and any products offered by **us** now or in the future;
- (f) contact **you** or authorised third parties to administer any accounts, services or products. If **you** provide **us** with an email address, we may use it to send contract fulfilment and other account or services related information;
- (g) contact **you** to collect feedback, including but not limited to surveys or questionnaires;
- (h) train **our** staff and improve **our** services or products;
- (i) conduct, and contact **you** in relation to, market research which may include analysis of information not limited to energy usage, aspects of **your** lifestyle, and payment history; and
- (j) identify offers and energy or payment advice tailored to **your** needs

19.4 If **you** provide consent, **we** may occasionally contact **you** regarding **our** products and services. **We** may use third parties to send marketing communications. **You** may opt out at any time from receiving marketing messages by contacting **us** via our website at: www.lmheat.co.uk.

19.5 **We** may monitor and record any communications, including phone conversations, emails, text messages and web chats for security purposes, in order to improve **our** standards of customer service, to meet **our** regulatory and legal responsibilities, and to train **our** staff.

Fraud and theft of Heat Supply

19.6 **We** may give details of **your** account to licensed credit reference and fraud prevention agencies which will use the information to check public and other databases they hold and may provide information to **us** to help identify fraud and any use of the **Heat Supply** which is not in accordance with this **Contract**. Checks may be performed by **us** on a regular basis whilst **you** hold an account with **us** with these agencies and they will retain a copy of the search. Information from **your** application and payment details of **your** account may be recorded by these agencies and may be shared with other organisations to help make credit and insurance decisions about **you** and members of **your** household and/or for debt collection and fraud prevention purposes. If **you** have a spouse or financial associate the agencies may link information about **you** to those individuals

19.7 If **we** suspect or can confirm that any improper use of the **Heat Supply** has occurred, a record will be kept by fraud prevention agencies which may include sensitive information about alleged criminal offences. The fraud prevention agencies may provide the information to other energy companies to help identify fraud and detect improper use but only in limited circumstances where **you** have an account with them. Where an improper use of the **Heat Supply** has been identified, **your** account terms may change, but **we** will notify **you** separately if this is the case.

20 LETTING OUT YOUR HOME

- 20.1 **You** must not let, sub-let or lease **your home** without informing **us** of your intention to let, sub-let or lease **your home**. **You** shall notify **us** via **our** website at: www.lmheat.co.uk.
- 20.2 Subject to clauses 14.2 and 14.3, if **you** have moved out of **your home** and **you** intend to let, sub-let or lease **your home**, and **your home** is not occupied by a tenant, **we** will issue an invoice to **you** for the relevant period where **your home** is not occupied until **you** notify **us** in accordance with this clause 20 and subject to clauses 20.5 and 20.6.
- 20.3 If **you** let out **your home**, **we** will on **your** request, enter into a new contract with **your** tenant. **You** must 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.
- 20.4 Where **you** notify **us** that **your** tenant will become responsible for the **Heat Supply**, the following will apply:
- (a) the form of contract **we** enter into with **your** tenant will be in the same form as this **Contract**;
 - (b) this **Contract** between **you** and **us** will automatically be suspended, with the exception of clauses 12, 20 and 0 which will remain in force, from the date the new contract with **your** tenant starts. While this **Contract** is suspended, **your** and **our** obligations under it, including **your** obligation to pay **our 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 obtain a **Heat Meter** reading using **our** automatic reading system, or if **we** cannot do this for any reason **we** may ask **you** for a **Heat Meter** reading and **we** will issue the final **Heat Bill** for payment.
- 20.5 If the new tenant does not register their details with **us**, all **Charges** will be payable by **you**. Where the new tenant has registered their details with **us**, the **Charges** will be paid by the new tenant from the date they moved into **your home**.
- 20.6 Where **your home** has been vacant or unoccupied for at least thirty one (31) calendar days after **you** or **your** tenant moved out of **your home**, **we** reserve the right to disconnect the **Heat Supply** to **your home** until the new tenant has registered their details with **us**, or unless **you** tell **us** to maintain the **Heat Supply** the corresponding **Charges** will be paid by **you**.
- 20.7 Within at least five (5) working days before the tenant moves in to **your home**:
- (a) **you** shall inform **us** of the details of the incoming and/or outgoing tenancy (including dates, tenant name and contact details), letting details, letting agency (if any), property manager (if any) and the name and contact details of the tenant;
 - (b) **you** shall notify the tenant of supply requirements and **Charges**; and
 - (c) **you** shall notify the tenant that by accepting the **Heat Supply** they are deemed to have accepted **our Terms and Conditions of Supply** (www.lmheat.co.uk/terms-and-conditions).
- 20.8 If **you** comply with all the specified requirements in clause 20.7, **we** will continue to provide a **Heat Supply** to **your home** subject to clauses 20.5 and 20.6.
- 20.9 This **Contract** will automatically come into force again on the date on which **our** contract with **your** tenant ends.
- 20.10 When the new contract for **Heat Supply** 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 **Heat Meter** reading. If **your** tenant does not or cannot provide the **Heat Meter** reading, **we** may ask **you** for the final **Heat Meter** reading.

- 20.11 When the new contract for Heat Supply with your tenant ends, we shall send you a Heat Bill for payment.
- 20.12 If **you** sub-let **your home** and **you** remain in **your home**, the **Heat Supply** account shall remain in **your** name and **you** will pay the applicable **Charges** accordingly, unless **your** tenant registers their details with **us**.

21 GENERAL

- 21.1 **We** may assign, novate, transfer or deal in any other manner any and all of **our** rights and/or obligations under this **Contract** without **your** prior written consent.
- 21.2 **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 **Heat Supply**, please contact **us** via one of the options on our website at: www.lmheat.co.uk/contact.
- 21.3 **You** may not assign or transfer **your** rights or obligations under this **Contract** without obtaining **our** permission in writing.
- 21.4 If **we** need to send **you** any notices under this **Contract**, **we** will send them to the address associated with **your** account with **us**. **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 two (2) working days. If **we** deliver notices by hand, **we** will consider them to have been received by **you** when **we** deliver them.
- 21.5 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.
- 21.6 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**.
- 21.7 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**.
- 21.8 Unless expressly stated otherwise in this **Contract**, nobody other than **you** and **us** has any rights under this **Contract**. The Contracts (Rights of Third Parties) Act 1999 and the Contract (Third Party Rights) (Scotland) Act 2017 are excluded.
- 21.9 Each of the terms and conditions 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.
- 21.10 Ending this **Contract** will not affect any clause which is intended to apply after the end of this **Contract**.
- 21.11 **We** may (acting reasonably and fairly) change the terms of this **Contract** at any time, including situations where **we** may need to change it to comply with **Heat Trust** requirements or a **Change in Law** in which case clause 3.5 applies. **We** will inform **you** of any other changes and the latest copy of **our Terms and Conditions of Supply** will be available on **our** website (www.lmheat.co.uk/terms-and-conditions).

- 21.12 Subject always to clause 21.14, 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.
- 21.13 **We** will ensure that this **Contract** will be updated and amended to reflect any best practice commonly found in the United Kingdom's heat networks industry sector and will be updated, subject to clause 21.11, to reflect any consumer protection standards that are introduced during the life of this **Contract**.
- 21.14 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.

22 OTHER CONDITIONS

- 22.1 **We** won't tolerate violence, physical aggression, harassment or verbal or written abuse towards **our** staff and agents on any channel of communication.
- 22.2 If **you** experience anger and frustration towards **us** or **our** agents because something has gone wrong, **we** will politely and professionally work with **you** to resolve **your** concerns.
- 22.3 If **you** direct abusive behaviour specifically at individuals, for example name-calling or swearing, **our** team members will terminate the conversation.
- 22.4 If **you** are repeatedly abusive, threaten violence or harass someone based on a protected characteristic, as set out in the Equality Act 2010, **we** can block **your** phone number, report the behaviour to the police or take legal action.

Schedule 1 Service Levels and Service Failures

ITEM	STANDARD	SERVICE LEVEL	SERVICE FAILURE	SERVICE FAILURE CREDIT
1	Planned Interruption	We will ensure that a Planned Interruption lasts no longer than five (5) calendar days.	When a Planned Interruption has lasted longer than five (5) calendar days.	£40 for each full twenty-four (24) hour period beginning at 00:00 on the 5 th calendar day following commencement of the Planned Interruption up to a total limit of £695.
2	Unplanned Supply Interruption	Within twenty-four (24) hours from the start of any Unplanned Supply Interruption, Heat Supply will be available.	When we have failed to restore Heat Supply availability within twenty-four (24) hours of the start of an Unplanned Interruption .	£40 for each full twenty-four (24) hour period beginning at the first registered notification up to a total limit of £695.
3	Multiple Unplanned Supply Interruptions in a year	No more than three (3) Unplanned Supply Interruptions , lasting for over twelve (12) hours, during a twelve (12) month period.	More than three (3) Unplanned Supply Interruptions , lasting for over twelve (12) hours, during a twelve (12) month period.	£75. This payment is in addition to any payment due under items 1 and 2.
4	Maintaining service for Customers in Vulnerable Situations	We will ensure that Planned Interruptions and Unplanned Supply Interruptions involving Customers in Vulnerable Situations last no longer than twelve (12) hours without arrangements being made to provide an alternative source for heat.	When a Planned Interruption or an Unplanned Supply Interruption has lasted longer than twelve (12) hours and we have not arranged an alternative source for heat.	A one-off payment of £35. This payment is in addition to any payment due under items 1 and 2.
5	Failure to give notice for Planned Interruptions	We will ensure to provide forty-eight (48) hours written notice to you of a Planned Interruption .	When we have failed to provide you with forty-eight (48) hours written notice of a Planned Interruption .	A one-off payment of £15.

The **Service Failure Credits** and any relevant caps listed in the above table will be increased in line with the **Heat Trust's** requirements.

Claiming for Service Failure Credit

We can measure the **Flow Temperature** in the **Network** and **you** can measure the **Flow Temperature** at **your HIU**. If **you** consider that a **Service Failure** has occurred, **you** must notify **us** as soon as possible and not later than three (3) months after the occurrence. **You** need to tell **us** when the **Service Failure** happened, the type of **Service Failure** and all reasonable detail about the circumstances of the **Service Failure** to enable **us** to investigate.

Our contact details can be found on **our** website at www.lmheat.co.uk/contact.

Following a successful claim, **we** will apply the total **Service Failure Credit** accrued as soon as reasonably possible to **your** next **Heat Bill**. Where the total of the **Service Failure Credit** in any month is greater than the amount **you** owe **us** under **your Heat Bill**, **we** will set off the **Service Failure Credit** against the subsequent month(s) of **Heat Bills**. If **your Contract** has been terminated and any **Service Failure Credit** is greater than **your** final **Heat Bill**, **we** will settle the excess balance by paying **you** directly using a method agreed with **you**.

If there is a **Service Failure** which is caused by one of the circumstances set out below, **we** will not be required to provide **you** with **Service Failure Credit**.

<p>Items 2 and 3</p>	<ul style="list-style-type: none"> • The Service Failure was caused by you not complying with your Contract. • You advised us of the Service Failure prior to the event or circumstance and you advised us that you do not wish us to take any action.
<p>Item 2 or 3</p>	<ul style="list-style-type: none"> • We are not able to make a Heat Supply available to your home because of any of the events or circumstances set out in clause 16, as long as we have used reasonable efforts to reduce the effects of the event or circumstances and start making a Heat Supply available again as soon as possible. • We have to shut down the Network by Law, as long as the need to shut down the Network does not relate to or arise out of our negligence or us not complying with your Contract. • We have suspended the Heat Supply availability 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 availability does not relate to or arise out of our negligence or us not complying with your Contract. • We have disconnected your Heat Supply under your Contract.
<p>Item 4 only</p>	<ul style="list-style-type: none"> • We have not been able to make arrangements to provide you with an alternative source for heat because you have not cooperated with us or given us access to your home at the arranged time.

Fault and Emergency reporting response timescales

If **you** report a **Fault**, **we** will respond to **you** within the following time periods from when **you** report the problem to **us**:

- | | |
|----------|---|
| 1 | in any circumstance where your Heat Supply availability is not interrupted – within seven (7) calendar days; or |
| 2 | <p>You are experiencing a full or partial loss of availability of Heat Supply – within twenty-four (24) hours.</p> <p>For the purposes of determining whether we have complied with that twenty-four (24) hour time period, any period of time between the hours of 8.00pm and 8.00am on Mondays to Fridays, and all day on a Saturday and Sunday shall be disregarded.</p> <p>For Customers in Vulnerable Situations we will make arrangements to provide an alternative source for heat.</p> |

If you report an **Emergency**, **we** will respond within four (4) hours from when **you** report the problem to **us**, or from when **we** become aware of the **Emergency**.

For the purposes of the above, a response, shall be where **we** or **our** representatives acknowledge the **Fault** or **Emergency** that **you** have reported to **us**. **Our** response can include, but is not limited to, telephone advice to **you** to identify whether the issue is with **our Network** or the **Heat Meter**. The response time shall commence from the time **you** call **us** to notify **us** of a **Fault** or **Emergency**.

Schedule 2

Network and Heat Meter exclusions

We shall not be liable for the following and are entitled to recover any direct and reasonable costs incurred in fulfilling our obligations under clause **Error! Reference source not found.** from you (except where the cause is directly attributable to us) for:

1	repairing the Network or Heat Meter due to damage caused by you or any third party which could have been prevented by you, or any costs incurred in gaining access to the Network or Heat Meter where such access is obstructed;
2	any faults, deficiencies, or damage to your Equipment , or any failure to properly operate or maintain such equipment;
3	any loss or damage to property caused by Equipment breaking or failing, unless caused by us;
4	repairing Faults or damage caused by subsidence, structural repairs, accidents, fire, lightning, explosion, flood, storm, or freezing weather conditions;
5	upgrades to the Network or Heat Meter or Equipment requested by your landlord or you;
6	replacing parts that do not affect the performance of the Network or Heat Meter or your Equipment and for the avoidance of doubt we are not responsible for replacing or maintaining your Equipment ;
7	resetting the HIU controls such as thermostats or programmers following changes due to Winter Periods or Summer Periods, water treatment of water circuits in Equipment or replacing batteries in controls;
8	interruptions to other utilities needed to operate the Network or Equipment , or repairing damage caused by changes to or problems with such utilities;
9	removing sludge, limescale, or other substances from Equipment , or repairing damage caused to the Heat Meter or Equipment by them;
10	interruptions to your Heat Supply while repairing or replacing part of the Network or Heat Meter provided those interruptions do not constitute a Service Failure ;
11	any interference with the Network or Heat Meter by third parties which could have been prevented by you;
15	anyone (other than us) interfering with any part of the Heat Meter ;
16	we are unable to gain access to the relevant part of the Heat Meter .