



**OWNERS**  
UTILITY

## Terms and Conditions

### Terms & Conditions

The following document sets out the terms and conditions of service for Owners Utility Limited. These terms will come into effect once a customer uses our switching service.

If you have any further questions about these terms and conditions, please contact our Customer Services team on 01915436552 and they will be more than happy to help you further.

These terms and conditions govern the use of the services Owners Utility Limited provides to customers. It is important that you read these terms and conditions carefully. By using the Owners Utility service, you signify that you have read, understood, and agree to be bound by these terms and conditions. If you do not agree to these terms – DO NOT use our service.

### Price Comparison / Switching Service

Owners Utility provides a price comparison and switching service to UK businesses. To be eligible the following conditions must be met;

- i) A business that is resident in the UK;
- ii) Eighteen years or older (if a sole trader);
- iii) Meet the credit scoring requirements of any supplier (if applicable)

Owners Utility reserves the right to refuse to provide our services to any customer at our discretion.

If the customer agrees to the services Owners Utility provides, we will use all our energy to find and obtain the most competitive energy prices we can. Energy prices are obtained from a panel of energy suppliers using price books provided by suppliers.

The customer agrees to provide Owners Utility with accurate information to allow accurate quotations to be obtained – including estimated or actual usage of energy, contract end dates and other know factors that may influence prices and quotations.

The provision of a quotation by a supplier obtained by Owners Utility does not constitute an offer to the customer and offers will each have their own supplier's terms and obligations attached.

If the customer accepts a quotation and a contract is executed between the customer and the supplier, the contract is binding, and the customer will not be permitted to revoke such an acceptance.

The supplier shall be entitled at any time to refuse to accept a customer's offer of acceptance at their discretion.

If the customer and supplier wish to enter into a contract, Owners Utility will provide a switching service (or renewal service) which will include organising the contract between the customer and the energy supplier for the purchase and supply of the energy services.

Owners Utility will not be responsible for any delays or failures caused by either the customer, Owners Utility, the proposed supplier, or any existing supplier in relation to effecting either a transfer of supply or renewal of supply.

Owners Utility makes no guarantees as to either the quality of the service suppliers operates, or the prices obtained at quotation.

Energy prices fluctuate on a daily basis and whilst we attempt to help secure competitive rates to enable switching or renewal, we cannot guarantee any quote is the cheapest.

The customer is reminded that ultimately it is their responsibility to validate the accuracy of any quotations presented. Also, it is the customers responsibility to ensure that the contract(s) have been submitted to the supplier and will go live. This is usually represented by receiving/accepting communication from either the new or old supplier to confirm that the switch/renewal is occurring.

The customer acknowledges that they are entering into a contract with a supplier for the provision of energy supply and not with Owners Utility. The customer agrees that Owners Utility is not liable in any way for any dealings, contracts or transactions between the customer and the supplier and that any such transactions, contracts, dealings or payment obligations are the customers responsibility and risk.

The customer agrees by using the service that Owners Utility is an independent energy brokerage and that Owners Utility is not instructed by the customer to act as their agent or representative.

The customer agrees that Owners Utility are not responsible for the provision of any supplier services.

## **Charges**

Owners Utility is remunerated directly by the suppliers and receives a commission for securing and finalising the contract between the customer and the energy supplier. This is usually by way of an uplift that is applied within your unit cost for energy. The cost of Owners Utility service is therefore included within the unit cost of the energy contract that you agree with the supplier.

By way of example, we may secure a price for electricity at 16 pence per KWH and apply a 0.6p uplift. The contracted price we would offer would therefore be 16.6p. Our commission would be calculated as 0.6p multiplied by your annual energy consumption and multiplied by the contract term. Our uplifts depend on the size of contract, length, and other factors such as credit risks. Our average uplift is a few percent of your total energy cost and typically under 1p. Because we get paid by suppliers, we only offer prices from those suppliers on our panel. Our panel currently consists of over 90% of the UK business energy suppliers (by customer numbers) so we have a very wide range to price from. This is not a free service – our fees form part of your energy unit rate.

Further information on how much commission we expect to receive on a contract can be found by contacting our customer services team.

## **Duplicate contract fees**

Where the customer enters into a contract with a supplier and uses the Owners Utility service, this contract must be accepted as legally binding. In the event the customer enters into another contract with another supplier, and the contract facilitated by Owners Utility fails to proceed to live status, Owners Utility will receive no fee for its services from a supplier and will have incurred time and loss.

In those circumstances, Owners Utility reserves the right to charge the customer a one off “failed contract” fee of £750 per meter, or the total value of commission we would have earned on the contract introduction (per meter) – whichever is the higher figure. This is in addition to any charges the supplier may also attempt to recover for the failed contract. It is important that once you have entered into a contract with a supplier that you honour that contract and do not enter into duplicate contracts with other suppliers.

A “Win Back” is where we introduce you back to your incumbent supplier (renew) after beating another price from another supplier you have agreed to move too. By winning back the contract you are effectively cancelling the contract you have agreed to leave your incumbent supplier and renew again with them.

### **Change of Tenancy Notifications and Fees**

Where a customer enters into an energy contract through Owners Utility but decides to move premises mid contract the contract will terminate. This is called a “change of tenancy” or “COT”. Owners Utility fees are adjusted by supplier if a COT occurs. Its therefore important that you notify Owners Utility at least 14 days before the end of your energy contract in the event that you are moving premises and a COT will occur.

Failure to notify Owners Utility will incur a fee for the loss / reduction in commission the supplier pays us. In those circumstances, Owners Utility reserves the right to charge the customer a one off “failed contract” fee of £750 per meter, or the total value of commission we would have earned on the contract introduction (per meter) – whichever is the higher figure. Owners Utility will discount the % of the contract that’s been fulfilled from the failed contract fee.

### **Failure to go live**

If a contract fails to go live (commence supply) due to the customer failing to provide us with information or documentation requested by either us or the supplier, or through a failure of a supplier / supplier refusing to accept supply, Owners Utility reserves the right to charge the customer a one off fee of £750. Critical information required, but not limited too includes – signed letters of authority, current supplier information, meter numbers, contract start or end dates, termination notifications, supplier ceasing to trade / onboard contracts and banking details including setting up direct debits or standing orders with a new supplier.

### **Failure of Contract due to insolvency**

If you or your current supplier fails, and you enter insolvency or your supplier enters the supplier of last resort (SOLR), Owners Utility fees may not be paid by the supplier. This is due to commission being clawed back for the length of any contract that has not been fulfilled. In those circumstances we will charge a fee of £750, or the total value of commission we would have earned on the contract introduction (per meter) – whichever is the higher figure – LESS commission paid for the part of the contract that has been fulfilled. We may at our discretion agree to waive those fees if the customer instructs Owners Utility to introduce another contract.

### **Automatic Renewal**

If you have provided us with delegated authority (DA) to renew your energy contract on your behalf, our Automatic Renewal terms and conditions also apply and are binding.