



# Principal Terms

The following paragraphs explain the principal terms that relate to the supply of energy to your business under a contract between you and us. A full set of your contract terms and conditions is included in your contract and can be found in your welcome book at [business.utilita.co.uk/help/downloads](https://business.utilita.co.uk/help/downloads)

References in these paragraphs to conditions are references to the full set of terms and conditions. Any defined terms used in these paragraphs have the meaning set out in the full set of terms and conditions. Please take the time to read these documents carefully.

## Charges

Your charges are either shown on your Application when you signed your contract, or, if you are on our out of contract or Deemed Contract terms, your charges are set out in the tables at the bottom of this document.

- ✓ If you are in a fixed term contract, your charges (except pass-through costs) will not change during the fixed term period, unless otherwise allowed in your contract or the change is due to an act of law or regulation or variation in value added tax.
- ✓ We may have to change your charges if your actions stop us becoming your registered supplier, you fail to pay your bills on time, you move out of the Premises before the end of the fixed period, your metering equipment is not compatible with your contract charges, your consumption is materially different to the estimated annual usage specified on your application, or we have to cut off your supply, you may have to pay our costs and losses.
- ✓ If you are in a variable term contract (out of contract or Deemed Contract), your prices may be changed from time to time without notice and we will update the prices on our website.

## Advance payment

We may ask you to make an Advance Payment if we are concerned about your ability to pay our bills or if the bills, we send you are not paid when they are due (see condition 1.8).

The amount will be based on the first three months of your forecasted estimated energy costs from your supply start date.

An Advance Payment will be held on your account and used to offset against the first three months of your energy charges. We will return the advanced payment to you (or what's left of it either in full or in part if we have had to use it against your charges) after 12 months. If there is only a small amount left, we will add it to your account as a credit.

If you do not make an Advance Payment, when requested within 7 working days then we may cancel your contract and a termination fee may apply.

## Leaving the contract early

### **Moving out**

If you plan to stop trading or move Premise, you must tell us as soon as possible and give us details of the new tenant or the landlord (see condition 6.2). You must make sure that your payments to us are up to date.

If you are in a fixed term contract, you may be required to pay your termination fee, unless you request that we continue your supply contract with your new Premise. In this case, we may need to change your charges depending on your new requirements at your new Premise.

We may ask for proof that you have left the Premise. If you do not provide us with documentary proof that you have left when we ask you to, we may continue to charge you for the energy consumed at the Premise until someone else tells us that they have become responsible for the energy supply.

### **Moving in**

Where you move into Premises that we supply without agreeing a contract with us, our Deemed Contract rates will apply. Deemed Contract terms do not have a fixed end date or fixed energy rates and are usually higher than fixed term contracts. We will charge you our deemed rates for the electricity supply or gas supply (or both) at each deemed Premise. We will change the deemed rates from time to time. The current rates (correct at the time of print) can be found in the tables at the end of this document.

## **Ending fixed term contracts**

We will write to you at least 60 days before the end of your contract to explain your options.

We will charge you our Out-of-Contract rates for any energy you use after your original contract end date, if you do not agree a new fixed term contract.

## **Ending Out-of-Contract Contracts**

Where a fixed term contract has ended, but the supply continues beyond the contract end date, our Out-of-Contract Contract rates will apply. Out-of-Contract terms do not have a fixed end date or fixed energy rates and are usually higher than fixed term contracts. If you wanted to leave your Out-of-Contract terms, you will not have to pay a termination fee. The current rates (correct at the time of print) can be found in the tables at the end of this document. Your prices may be changed from time to time without notice and we will update the prices on our website.

## **Ending Deemed Contracts**

If you have a Deemed Contract, but you want to end this contract by changing supplier, the new energy supplier must first register your Premise successfully. Alternatively, you may contact us to agree a fixed term contract. You must pay all charges due under your Deemed Contract until you have successfully transferred to a different energy supplier or agreed a fixed term contract.

## **Preventing your supply from leaving**

If you wish to switch your supply to a different energy supplier, we will facilitate this request unless we use our right to object to your transfer. We can object to your supply leaving if you are behind with your bill payments or you owe us any charges, if your fixed term contract has not ended, if your transfer was initiated in error, or if you have related metering points and your new energy supplier has not applied to take them all for the same day for the same supply start date.

If we do object to a transfer, we will tell you in writing.

## **Termination fees**

If you switch supplier or end your contract during a fixed term contract period, then you will have to pay a termination fee.

The termination fee will be 20% of your monthly price multiplied by the

number of months remaining in your fixed term contract (starting from the date that your 30-day notice period expires). Your monthly price will be based on a twelfth of your estimated annual consumption multiplied by your energy rate plus any standing charge. For example, the termination fee will be £480 if: Number of months remaining in fixed period = 8 and Cost per annum = £3,600.

## Commission

Where a third-party introducer (or broker) has acted as an intermediary and introduced you to Utilita and Utilita subsequently supplies you with your energy supply and continues to do so for at least 30 days thereafter, commission shall be payable by Utilita to that third-party introducer. The commission amount payable is an amount equal to the sum of (A x B), where

- ✓ A is the actual billed gas or electricity consumption by you during the contract for the relevant period; and
- ✓ B is the uplift amount.

The uplift amount shall be capped at 2.5p per kWh. This means that you are charged for your actual energy consumption during the relevant period plus the uplift amount which is capped at 2.5p per kWh (the third-party introducer's commission).

Commission is calculated monthly in arrears from the supply start date until the supply end date. You may request a statement of the commission paid, and/or due to be paid, at any time.

## Schedule of charges

The below charges apply to customers who (1) have not agreed a fixed term contract with us; or (2) who moves into new Premises and starts to consume gas and or electricity without agreeing a contract with us; (3) where a pricing agreement has expired or terminated and has not been renewed for any reason; or (4) where customers are supplied as a consequence of us receiving a direction from the Ofgem to act as the supplier of last resort.

All charges exclude VAT, which will be charged at the prevailing rate. The charges are subject to change or withdrawal at any time and your supply is subject to our Out of Contract terms found in our Standard Terms and Conditions at [business.utilita.co.uk/help/terms](https://business.utilita.co.uk/help/terms)

## Deemed and out of contract electricity and gas rates for Non-Half Hourly customers

The charges for Non-half hourly are based on banded pricing depending on the supply type or meter profile type as shown in the following table. All prices are excluding of VAT which will be charged at the prevailing rates.

REGIONS	ELECTRICITY				
	Unrestricted		2 Rate (Day and Night)		
	Standing Charge (p/day)	Unit Rate (p/kWh)	Standing Charge (p/day)	Day Rate (p/kWh)	Night Rate (p/kWh)
East Midlands	90.000	29.552	90.000	29.787	27.786
Eastern	90.000	29.539	90.000	29.890	27.332
London	90.000	29.014	90.000	29.287	27.060
Manweb	90.000	30.643	90.000	31.088	28.107
Midlands	90.000	29.840	90.000	30.096	27.982
Northern	90.000	29.843	90.000	30.101	28.180
Norweb	90.000	29.792	90.000	30.094	27.673
Scottish Hydro	90.000	30.031	90.000	30.399	27.897
Scottish Power	90.000	29.883	90.000	30.177	28.153
Seeboard	90.000	29.740	90.000	30.066	27.631
Southern	90.000	29.783	90.000	30.096	27.672
Swalec	90.000	29.345	90.000	29.583	27.736
Sweb	90.000	29.944	90.000	30.264	27.957
Yorkshire	90.000	29.592	90.000	29.819	27.925

## ELECTRICITY

## GAS

3 Rate (Day, Night and Evening/ Weekend)				2 Rate (Day and Evening/ Weekend)			Unrestricted	
Standing Charge (p/day)	Day Rate (p/kWh)	Evening and Weekend Rate (p/kWh)	Night Rate (p/kWh)	Standing Charge (p/day)	Day Rate (p/kWh)	Evening and Weekend Rate (p/kWh)	Standing Charge (p/day)	Unit Rate (p/kWh)
90.000	29.787	28.566	27.786	90.000	29.787	28.566	90.000	10.385
90.000	29.890	28.566	27.332	90.000	29.890	28.566	90.000	10.376
90.000	29.287	28.151	27.060	90.000	29.287	28.151	90.000	10.427
90.000	31.088	29.912	28.107	90.000	31.088	29.912	90.000	10.474
90.000	30.096	28.855	27.982	90.000	30.096	28.855	90.000	10.392
90.000	30.101	29.140	28.180	90.000	30.101	29.140	90.000	10.329
90.000	30.094	28.923	27.673	90.000	30.094	28.923	90.000	10.385
90.000	30.399	29.670	27.897	90.000	30.399	29.670	90.000	10.403
90.000	30.177	29.321	28.153	90.000	30.177	29.321	90.000	10.403
90.000	30.066	28.720	27.631	90.000	30.066	28.720	90.000	10.388
90.000	30.096	28.700	27.672	90.000	30.096	28.700	90.000	10.469
90.000	29.583	28.385	27.736	90.000	29.583	28.385	90.000	10.393
90.000	30.264	28.835	27.957	90.000	30.264	28.835	90.000	10.468
90.000	29.819	28.669	27.925	90.000	29.819	28.669	90.000	10.401

## Half Hourly electricity deemed and out of contract rates (All regions)

The charges for Half Hourly are based on banded pricing depending on the supply type or meter profile type, as shown in the following table, and apply to all areas supplied by us. All prices are excluding VAT, which will be charged at the prevailing rate.

Electricity Supply/ Meter Type (00 Profile Class)	Standing Charge (£/day)	Day/Unit Rate (p/kWh)	Night Rate (p/kWh)	Other Costs
<b>Unrestricted</b>	14.40 plus kVA	27.422	-	Metering/DC/DA/Reactive Power at cost, CCL at cost, Excess kVA at cost
<b>2 Rate (Day and Night)</b>	14.40 plus kVA	27.406	27.004	

In addition, for Half Hourly supplies only, any costs incurred in respect of excess losses and special visits and other industry costs, levies and taxes will be passed through at cost.

Help centre  
[business.utilita.co.uk/help](https://business.utilita.co.uk/help)

Customer service  
**03330 156 662**

8:00am - 6:00pm Mon - Fri

Lost supply  
**03452 068 999**

8:00am - 10:00pm everyday



Electrical emergency  
or power cut?

**Call 105**

(24 hours a day)

Need to know your Network Operator?

[powercut105.com/findoperator](https://powercut105.com/findoperator)



Smell gas or suspect  
a gas leak?

**Call 0800 111 999**

(Immediately)