**HEAT SUPPLY AGREEMENT**

|  |  |
| --- | --- |
| **You/Your:** | [ ] |
| **We/Us/Our:** | PEC RENEWABLES LIMITED a community benefit society registered with no. 32286 R whose registered office is at C/o Low Carbon Team, Plymouth City Council, Ballard House, West Hoe Road, Plymouth PL1 3BJ |
| **Heat Supply:** | In accordance with the provisions of this agreement, we shall use reasonable endeavours to supply heat generated by the Heat Equipment to you and you shall take delivery of and purchase such heat. |
| **Property:** | [Address of property which heat is being supplied to] |
| **Contact** | You would prefer us to contact you by:  Email (using your email address above)  **Or**  Post (using your Billing Address above)  **Or**  Alternative email or postal address (please specify) …………………………………………………………………………………………….. |
| **Standing Charge (as at the date of this agreement):** | [ ] |
| **Variable Charge (as at the date of this agreement):** | [ ] |
| This agreement for the supply of heat to your Property is governed by the attached terms and conditions of heat supply. Please ensure that you read these carefully and get advice on anything you don't understand.  Once you have read the terms and conditions please sign below to confirm that:  1. you would like us to supply heat to the Property on the terms and conditions of this agreement;  2. you have read and understand the terms of this agreement and you will comply with them;  Please return a signed copy by post or email to us at [ ].  Your full name  ………………………………………………………………………………..  Signature  ………………………………………………………………………………  Date | |

**Terms and Conditions of heat Supply**

# Interpretation

## Where words and phrases used in this agreement are capitalised they will have the following meanings.

1. **Billing Period**: means the interval of time between each monthly bill.
2. **Customer's Apparatus**: means any electrical Heat Equipment and apparatus operated by you which is connected to the heat delivery point.
3. **Emergency**: a circumstance where injury to life and/or serious damage to the Property are threatened, including but not limited to flood or electrical failure or shock risk.
4. **Final Demand Letter**: the last in a series of requests by us for payment of money owed by you.
5. **Guaranteed Service Payment**: means the compensation paid by us to you in the event of an interruption to your heat supply on the terms set out in clause 2.
6. **Heat Equipment**: the heat generation and supply equipment listed in Schedule 1 and any additional or replacement Heat Equipment which we may from time to time install on the Property.
7. **Heat Interface Unit**: a unit that controls the transfer of heat between the Heat Equipment and the Property.
8. **Indexed**: in relation to any amount which is expressed to be "Indexed" means such amount multiplied by Index 1/Index2 where Index 1 is the RPIx selected most recently prior to the relevant calculation date. Index 2 is the value of RPIx selected most recently prior to the agreement date.

**Metering System:** the metering Heat Equipment and apparatus to be used to measure the amount of heat supplied from the Heat Equipment to you.

**Planned Interruption**: an interruption in the heat supply where we give you least 48 hours' notice.

1. **Priority Services Register**: our register of Vulnerable Heat Customers who are entitled to extra support services.
2. **Renewable Benefits**: any benefits arising from the installation, use of and/or generation from the Heat Equipment and the environmental benefits of such use and/or generation including any, climate change levy exemption certificates, levy exemption certificates (or any similar certificates) or other carbon savings benefit, whether under the Heat and Gas (Carbon Emissions Reduction) Order 2008 or in accordance with the Heat and Gas (Community Energy Savings Programme) Order 2009 or otherwise howsoever arising (Carbon Saving), the reduction of greenhouse gas emissions, the SEG Scheme and any other benefits including those introduced as a result of a change in law.

**RHI**:the domestic renewable heart incentive scheme provided by the UK Government under The Domestic Renewable Heat Incentive Scheme Regulations 2014, as updated and amended from time to time.

1. **RPI**: the Retail Prices Index published by the Office for National Statistics or any successor body.
2. **Unplanned Interruption**: an interruption ion the heat supply where we have not provided you with at least 48 written notice of such interruption.
3. **VAT**: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement tax.
4. **Vulnerable Heat Customer**: a Customer whose personal circumstances and characteristics combine with aspects of the market to create situations where he or she is:
   1. Significantly less able than a typical customer to protect or represent his or her interests in the energy market; and/or
   2. Significantly more likely than a typical customer to suffer detriment or detriment is likely to be more substantial

## Reference to us includes our successors in title and assigns. A person includes a corporate or unincorporated body.

## A working day is a day which is not a Saturday, Sunday or a bank or public holiday in England.

## Unless the context otherwise requires, where the words include(s) or including are used in this agreement, they are deemed to have the words "without limitation" following them.

## Except where a contrary intention appears, reference to a clause or Schedule, is reference to a clause of, or Schedule to, this agreement and reference in a Schedule to a paragraph is to a paragraph of that Schedule.

# Providing your heat supply

## We will supply heat to your Property. Other than during a Planned Interruption or an Unplanned Interruption heat shall be supplied 24 hours a day 7 days a week.

## We will make a Guaranteed Service Payment for any Planned Interruption or Unplanned Interruption to the heat supply caused by something done or not done by us.

## We shall provide at least 48 hours written notice to you of any Planned Interruption. Where any Planned Interruption lasts longer than 5 days, from the start time indicated in the written notice, we shall pay you a Guaranteed Service Payment of no less than £30 (Indexed) for each full 24 hour period beginning at 00:00 on the 5th Day following the commencement of the Planned Interruption up to a total limit of no more than £500.

## Where the heat supply is subject to an Unplanned Interruption and the supply is not restored within 24 hours of receipt by us of a notification from you that the heat supply has stopped, we shall pay you a Guaranteed Service Payment of no less than £30 (Indexed) for each full 24 hour period (from hour 24) from the receipt of notification up to a total limit of no more than £500.

## Where you notify us of four or more Unplanned Interruptions to the heat supply during any 12-month period and each Unplanned Interruption is accepted and verified by us and lasts for over 12 hours, we shall pay you a one-off Guaranteed Service Payment of £54 (Indexed). This payment is in addition to any payment due under clauses 2.3 and 2.4 above.

## We shall use reasonable endeavours to ensure that you receive any Guaranteed Service Payments for which you are eligible within 31 days of the event giving rise to a Guaranteed Service Payment or receiving all information required to make payment to you. We may choose to make a Guaranteed Service Payment either as a cash payment or a credit on your account. If we are unable to credit your account or make the payment within such 31 day period we shall prior to the expiry of such period contact you to explain the reasons for delay and to set out a new timeframe for crediting your account or making payment to the you.

## We will not make a Guaranteed Service Payment where:

### You inform us prior to the event or circumstances giving rise to the obligation to pay the Guaranteed Service Payment that you do not wish us to take any action (current or future) in regard to such event or circumstances;

### You agree with us that the action taken by us to resolve the event or circumstance giving rise to the obligation to pay the Guaranteed Service Payment shall be treated as the taking by us of the action required to satisfy the relevant minimum performance standard and where the action taken by us includes a promise to perform any action (whether before or after the event or circumstance giving rise to the obligation to pay the Guaranteed Service Payment), we duly perform such promise;

### We have reasonably requested specific information from you and this information has not been provided (by telephone, post or email) within the timeframe specified for receipt of that information by us, such timeframe shall not be less than 3 months;

### it was not reasonably practicable to meet the requisite standard due to:

#### strikes or other industrial disputes excluding strikes or industrial disputes involving our employees or our affiliates and/or the employees of our or their sub-contractors other than such strikes or industrial action which are taking place on a nationwide or industry-wide basis;

#### severe weather;

#### the act or default of a person who is not one of our directors, officers and employees, its contractors, agents or others who act on our behalf and their respective directors, officers and employees;

#### the existence of circumstances which would cause us to break the Law or which would lead to imminent danger of death or personal injury;

#### the effects of an event covered by Part 2 of the Civil Contingencies Act, 2004 (war, terrorism, threat to national security, etc.); or

#### circumstances of an exceptional nature beyond our control, including but not limited to gas and electricity supplies to the Heat Equipment being interrupted due to circumstances beyond the control of the operator of such Heat Equipment; or

### we have reasonable grounds to believe that the information provided by you is of a frivolous or vexatious nature,

and we had taken all such steps as it was reasonable to take both to prevent the circumstances from occurring and to prevent or mitigate the effect of the circumstance.

# Your Obligations

## You shall:

### pay for any heat consumed at the Property in accordance with clause 10;

### cooperate with us and supply any information which we reasonably require in order for us to provide the heat supply and/or receive any Renewable Benefits;

### not do anything which adversely affects (or could adversely affect) the Heat Equipment or the Renewable Benefits;

# Vulnerable customers

## We will provide free extra help to Vulnerable Heat Customers. If you or a permanent resident in your home is a Vulnerable Heat Customer, please let us know and we will add you to our Priority Services Register to gain access to our support services.

## You will notify us if the Vulnerable Heat Customer is no longer resident in your home.

## For more information about the help we provide to Vulnerable Heat Customers please call us to discuss on [ ].

## If you are in need of any additional support in relation to this agreement (for example, if you are visually impaired or would like to nominate someone to act on your behalf in respect of this agreement), please contact us to let us know.

# Metering

## We shall install the Metering System (to the extent it is not already installed) and ensure that it is operated and maintained in accordance with good industry practice.

## You shall provide us with up to date readings of the Metering System on the last working day of each Billing Period.

## We may ask to check your Metering System at any time if we believe that it is not accurate. You will not have to pay any costs if we ask to check your Metering System, unless you have damaged it.

## [In the event that you do not provide us with a meter reading on the last working day of a Billing Period, 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.

## Our reasonable estimates will be based on your current Standing Charge and Variable Charge and either:

### Your pattern of energy use in the past; or

### The heat supply you are likely to use given the size of your home and comparison readings from other properties.]

## We shall provide you with instructions for reading and submitting a reading from the Metering System.

## You shall promptly notify us of any technical faults with the Metering System. Within 7 days of receipt of notification of the fault from you, we will let you know the action that is being taken and the timescales for resolution of the issue. Where a fault is found we will notify you and credit or debit your account any monies due where there is a billing difference. If the fault was caused by you, we may you for any reasonable charges arising from resolving the issue. Where no fault is found we may charge you for its reasonable actual costs incurred in investigating the reported problem

## If either of us disputes the accuracy of the Metering System it may give notice in writing to the other whereupon either party shall be entitled to have the Metering System examined and tested by an expert agreed upon by the parties or, in default of agreement, appointed at the request of either party, by the President for the time being of The Institution of Engineering and Technology. The costs of the expert shall be met by us unless you have called for the relevant examination or test and the expert determines that the accuracy of the Metering System is within the aforementioned permitted margins of error, in which case such costs shall be payable by you.

## Once every 2 years we shall:

### take a reading of the kWh of the Metering System;

### check, and if necessary change, the batteries in the Metering System; and

### carry out a visual inspection of the Metering System and Heat Interface Unit to determine whether:

#### there has been any damage to the Metering System or Heat Interface Unit;

#### there has been interference with the Metering System which it prevents it from properly registering the quantity of heat supplied;

#### there has been interference with the Heat Interface Unit which it prevents it from operating efficiently;

#### the Metering System or Heat Interface Unit has deteriorated in any way that might affect its safety or proper functioning; and

#### the Heat Interface Unit is operating in line with design guidelines.

# Access to your Property

## You must give us access to your Property to read the Meter, carry out maintenance or to fix a fault. Other than for emergencies, we shall on requiring access to the Property:

### give you at least 48 hours written notice;

### use reasonable endeavours to arrange a time to access the Property that is convenient for you between the hours of 09:00 and 17:00 Monday to Friday (excluding bank holidays).

## If we agree and confirm a time with you for us to visit your home for any purpose relating to this agreement and:

### You do not give us access at the agreed time (or rearrange with us a different time giving us at least [four] hours' notice); and

### 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.

## 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 each subsequent Abortive Visit and any reasonable additional costs that we incur in carrying our necessary work without access to your home.

## If we are unable to get access to your home when arranged with you, or as we are otherwise entitled under this agreement, and this prevents us from fixing any interruption or reduction in your heat supply, we will not be obliged to provide you with a 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 service-failure payments 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.

# Right to receive subsidy payments

## All heat produced by the Heat Equipment and all rights to receive any Renewable Benefits, including but not limited to any payments made under the RHI, in connection with the Heat Equipment and/or the heat supplied from them shall belong exclusively to us absolutely, and you hereby irrevocably and unconditionally assign to the us:

### any Renewable Benefits arising; and

### any right to receive all and any other incentive, income or benefit in connection with the Heat Equipment or associated with the heat generated by the Heat Equipment;

and shall enter into any deeds or documents necessary to give effect to this clause.

# How to contact us

## You may contact us to discuss your heat supply by emailing us at [insert email address] or by calling our telephone customer enquiry line on [insert telephone number] between the hours of 09:00 and 17:00 Monday to Friday excluding bank holidays.

## If your enquiry relates to a fault clause 9 below shall apply.

# Reporting a fault

## You shall report all faults or Emergencies to us as soon as possible following discovery of the fault by calling [ ] or emailing [ ]. The telephone line will be available 24/7.

## Where the fault results in an Unplanned Interruption we must respond to you within 24 hours of receipt of a fault notification from you and let you know the action that is being taken and the timescales for resolution of the issue.

## On receiving notification of an Emergency, we will ensure that this in investigated within 4 hours from receipt of notification of such Emergency.

# Charges

## On the date of this agreement our charges will be [ ].

## We will review the charges [each year] and may adjust them on [ ]. The new charges will apply until then until the next review date.

## If you are entitled to a refund of any charges, we will refund you within [ten] working days. If you receive a refund you are not entitled to, you must pay it back when we ask you to.

# Payment

## We will send you a monthly bill by email which will set out the total amount payable for that month including VAT where appropriate.

## Where we do not have an accurate meter reading we may base your bill on estimated consumption data. As soon as we have an accurate meter reading and can determine your actual consumption we will adjust your next bill accordingly.

## If we undercharge you for your heat supply, we may issue a back-bill or reconcile the undercharging by applying a debit on 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 will have any difficulties in making up these payments, please contact us straight away.

## If you think your bill is incorrect please contact us to discuss as soon as reasonably possible.

## All bills must be paid within twenty-eight (28) days of receipt.

## You will be responsible for paying the charges for the heat supply until:

### either of us end this agreement under Clause 13; or

### we suspend this agreement as allowed under Clause 12.

## Please be aware that if you do not cancel this agreement you will remain responsible for paying our bills if:

### you do not live (or no-one lives) in your Property;

### someone at your Property uses the heat supply without your permission; or

### you do not use any of the heat supply (in this case you will still have to pay the Standing Charge).

## Charges are still payable if the heat supply to your home's heating system is interrupted or unavailable. However, if the interruption or unavailability is due to a service failure, you will be entitled to compensation the form of a Guaranteed Service Payment in accordance with clause 2.

## Bills should be paid for via direct debit unless you contact us to make alternative arrangements.

## If you do not pay your bill within 28 days of receipt, we will send you a late payment reminder letter. If you still fail to pay by the deadline specified in the late payment reminder letter we will call you and will also issue a Final Demand Letter and we may do one or more of the following:

### increase the amount debited from **your** bank account so that **we** can recover the difference over a period that is reasonably acceptable to **us**;

### 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.

### charge you interest on the overdue amount at a rate of [ ];

### ask you for a refundable deposit equivalent to our reasonable estimate of the charges for a period of three (3) calendar months;

### request that someone else guarantee your payments;

### take court action to recover the debt and our costs;

### as a last resort, suspend or disconnect your heat supply and charge you for our costs incurred effecting the suspension under Clause 12.

# Suspension of heat supply

## If you are having difficulty making payments, you should tell us as soon as possible. We may be able to agree a payment plan with you and we can give you advice on how to reduce your heat bill by being efficient with your heat supply use

## We may suspend your heat supply if you:

### fail to pay a bill by the deadline for payment set out in a Final Demand Letter. We may also charge you for all costs reasonably incurred by us in effecting and lifting any such suspension;

### consume or attempt to consume heat by interfering or tampering with a Heat Interface Unit or the Metering System. We may also charge you for any heat which we reasonably consider has been supplied but not otherwise charged to you.

## Suspending your heat supply if a last resort. Before we suspend your heat supply we will first:

### send you at least two reminder letters; and

### try to contact you by phone at least twice to discuss the options available to you.

## [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]

## We may charge you a debt processing charge to cover our reasonable costs of sending your reminder letters and taking action to collect the overdue charges.

## Where we have suspended your heat supply for non-payment, we will resume the heat supply with four working hours when either:

### you have paid any unpaid invoices in full; or

### we have agreed a payment plan.

# Ending this agreement

## We may terminate this agreement on giving 1 month's written notice if:

### you commit a material breach of its obligations which is not promptly remedied by you following written notice by us;

### at any time during the agreement, any representations, warranties and undertakings given by you cease to be true and accurate and are not promptly rectified following written notice by us;

### any lease granted to us in connection with the Heat Equipment is terminated; or

### the Heat Equipment ceases to be economically viable to operate.

## You may terminate this agreement on giving 1 month's written notice if:

### you intend to vacate the Property and will therefore no longer require a heat supply to the Property;

### we commit a material breach of our obligations which is not promptly remedied by us following written notice by you; or

### we suspend or threaten to suspend trading or payments of our debts or are unable to pay our debts as they fall due or are deemed unable to pay our debts or a receiver, administrator or liquidator is appointed in respect of us.

## If you do not notify give us at least 1 month's written notice before vacating the Property we may continue to charge you for heat supplied to the Property until you have demonstrated the date you vacated the Property or relinquished responsibility or another person occupies the property and registers with us for a heat supply for the Property.

## Any termination of the agreement shall be without prejudice to any right or remedy of either party in respect of any antecedent breach of the covenants or conditions in this agreement.

# Responsibility for loss or damage suffered

## Nothing in this agreement:

#### 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); and/or

#### excludes or limits your liability for death or personal injury resulting from your negligence; and/or

#### affects your legal rights as a consumer.

## If we fail to comply with the terms of this agreement, we will be responsible for losses or damage suffered by you that are a foreseeable result of us breaking this agreement or failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, on the date of this agreement you and we knew it might happen.

## **We** will be liable for direct loss or damage caused by **our** negligence or as a result of **us failing to comply with our obligations under this agreement**. **Our** liability in any 12-month period, for any one event, or any series of connected events, will be limited to £50,000 This limit will increase each year in line with the annual increase in the Consumer Prices Index (as published by the Office of National Statistics).

# Data Protection

We will only use your personal information as set out in our Privacy Policy which can be found at [ insert link to privacy policy].

# Complaints

## If you wish to make a Complaint you shall contact us using the contact details in clause 8. You shall ensure that any Complaint includes as a minimum your name, the address of the Property and an explanation of the circumstances giving rise to the Complaint.

## We shall acknowledge a Complaint within 7 working days and endeavour to provide a substantive response and/or request further information to enable us to give a substantive response setting out available remedies within 8 weeks of receipt of the Complaint. You shall provide all further information requested from us as soon as reasonably possible and you acknowledge that any delay in providing such further information may mean you are unable to provide a substantive response within 8 weeks.

## [If you are not satisfied with the response to a Complaint it may refer the Complaint to the independent Energy Ombudsman at www.ombudsman-services.org/complain-now] – this clause is only relevant if PEC registers with the Heat Trust

# Other important terms

## We may assign, transfer, subcontract and/or charge this agreement.

## You shall not assign, transfer and/or charge this agreement without our prior written consent.

## This agreement constitutes the entire agreement of the parties relating to the transaction contemplated by this agreement and supersedes any previous agreement between the parties relating to the transaction, except to the extent this agreement is a renewal of any previous agreement and except for any lease granted to you in connection with the Heat Equipment.

## Except where this agreement specifically states that a notice need not be in writing any notice given pursuant to this agreement shall be in writing. Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this agreement.

## A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

## If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

## Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties.

* 1. The Heat Equipment

{Describe the heat equipment – this will depend on what type of heat pump is used]