

# Heat Supply Agreement (Freehold)

## Welcome to Cambridgeshire County Council Heat Supply!

This Contract determines how We will supply heat to You.

It is essential that You read this Contract carefully **BEFORE YOU SIGN IT. THIS IS A LEGALLY BINDING AGREEMENT. THIS AGREEMENT ENABLES US TO UNDERTAKE WORKS TO YOUR HOME – THESE WORKS MAY IMPACT THE VALUE OF YOUR HOME OR ON YOUR ABILITY TO SELL IT.** You should seek legal advice before entering into this Contract. If You do not understand anything in this Contract, **PLEASE SEEK LEGAL ADVICE.**

This Contract tells You who We are, how We will provide the Heat Supply, how and when You can end the Contract, what to do if there is a problem and other important information.

Capitalised terms in this Contract have the meaning set out in Appendix 4.

If You think that there is a mistake in this Contract or that the Contract requires any changes, You should contact Us **BEFORE YOU SIGN IT.**

### Who are We?

We are **Cambridgeshire County Council**, a local authority in England and Wales. We operate the Swaffham Prior District Heating Scheme (the “**Scheme**”) which has been created to provide heating and hot water to the residents of Swaffham Prior village. We are operating the Scheme directly within the Council and are working closely with the Swaffham Prior Community Land Trust and others to deliver affordable, sustainable and environmentally friendly heating and hot water to the Swaffham Prior community.

In this Contract We will be referred to as “**We**”, “**Our**” and “**Us**”.

### Who are You?

You are:

#### Name

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If You jointly own or lease Your Property, please include all owners/leaseholders’ names above. You must enter into this Contract jointly with the other person(s).

In this Contract You will be referred to as “**You**” or “**Your**”.

You are the freehold owner or long-term leasehold owner (and, if applicable, have obtained the landlord’s consent to sign up to the Scheme) of “**Your Property**”, which is:

#### Address

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#### Post Code

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**(This must be the property to which Heat Supply is to be made. If You are not sure whether You are the freehold owner/ Long-Term Leasehold Interest owner, please let Us know BEFORE YOU ENTER IN TO THIS CONTRACT).**

#### Contacting Us

If You ever need to contact Us for any reason in connection with this Contract, You can do so using any of the following details:

**Telephone: 0345 045 5210**

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**Online: [www.cambridgeshire.gov.uk/council/contact-us](http://www.cambridgeshire.gov.uk/council/contact-us)**

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**Postal Address: Climate Change & Energy Services, Cambridgeshire County Council, SAC1302, Sackville House, Sackville Way, Cambourne, CB23 6HL**

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Our opening hours are:

**Monday to Friday: 8am to 6pm and 9am to 1pm on Saturdays**

**Sundays and Bank Holidays: Closed, please telephone 0345 045 5210**

#### Contacting You

If We ever need to contact You, We will do so at the address of Your Property or using the following contact details:

**Telephone:**

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**Email:**

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It is important that We have the right address for Your Property and contact information for You, so please complete the above and keep Us updated if anything changes.

## Terms and Conditions

### Forming the Contract

We can only provide Heat Supply to properties in a specified area of Swaffham Prior. In order to enter into this Contract, We must have confirmed to You that Your Property is eligible to be supplied by the Scheme.

You signing this Contract will constitute an offer made to Us by You that is capable of acceptance by Us. Please sign below if You agree to the terms of this Contract:

### Signed

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### Name

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### Date

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Our acceptance of Your offer will take place when We write to You to accept it, at which point a Contract will come into existence between You and Us on the terms set out in this Contract.

By making Your offer You accept that We may carry out checks to confirm that You are the owner of the Property.

If We are unable to accept Your offer, We will inform You of this in writing and no Contract will be formed between You and Us (in this scenario We will not charge You).

By way of example, We might reject Your offer because Your Property is not within the area of Our district heating network or if We consider You do not have the power to enter in to a Contract with Us.

If You consider You or another occupier of Your Property is a Customer in a Vulnerable Situation (as defined below) please let us know by ticking the box below and we will contact You to discuss any further arrangements required.

Customer(s) in a Vulnerable Situation (check here)

## 1 When does the Contract begin?

- 1.1 This Contract will begin on the date that We notify You that We have accepted Your offer. This will be the date on which We have:
  - 1.1.1 received Your signed Contract; **AND**
  - 1.1.2 contacted You to confirm that We agree to enter into a Contract with You.
- 1.2 We will notify You of this date in writing. This date will be known as the “**Contract Start Date**”.
- 1.3 This Contract is subject to a 14-day cooling off period. Your 14-day cooling off period begins the day after the Contract Start Date. We will remind You of Your 14-day cooling off period when We notify You of Your Contract Start Date. You can cancel this Contract free of charge at any time within this 14-day cooling off period. If You wish to do so, please contact Us (using the details above) or send the attached Cancellation Form (found in Appendix 5) to Us so that it arrives with Us before the end of the 14-day cooling off period.
- 1.4 By entering into this Contract, You are confirming to Us that:
  - 1.4.1 You own:
    - i. the freehold title in Your Property; or
    - ii. a Long-Term Leasehold Interest in Your Property and have obtained the landlord’s consent in respect of entering into this Contract (i.e. the property specified above and to which the Heat Supply will be made); **AND**
  - 1.4.2 You are permitted to enter into this Contract and You do not know of any reason why You are prevented from entering in to or complying with this Contract. This means You have sought the consent of any mortgage lender or landlord, any buildings insurer or any other person who may have a right over Your Property (in this regard You should consider any restrictions regarding works and services being

undertaken at Your Property, i.e. any restrictions on Your ownership of Your Property or any planning requirements in respect of Your Property). You must also be over 18 years old and be able to make payments due under this Contract (i.e. You must not be bankrupt or otherwise insolvent)); **AND**

- 1.4.3 Your use of the Heat Supply is for domestic purposes only (and You will immediately notify Us if You use Your Heat Supply for business purposes).
- 1.5 If You own a Long-Term Leasehold Interest in Your Property and do not own the freehold, You must let Us know **BEFORE YOU ENTER INTO THIS CONTRACT**.
- 1.6 If You own Your Property (or a Long-Term Leasehold Interest in Your Property) jointly with another person You must enter into this Contract jointly with that other person. If You do not occupy Your Property please also let us know **BEFORE YOU ENTER INTO THIS CONTRACT** as different arrangements may be required and We will consider this on a case by case basis.

## Connection to Your Property

### 2 Your connection

- 2.1 In order to connect Your Heating System to Our System and for Us to commence the Heat Supply, We will arrange to carry out Our Connection Works in accordance with this Contract and in particular Appendix 1.
- 2.2 Our Connection Works will be managed by Our appointed contractors on Our behalf.
- 2.3 We agree that We will carry out Our Connection Works in accordance with this Contract and in particular Appendix 1.
- 2.4 Your Supply Period with Us will not start until We provide You with a confirmed Supply Start Date in accordance with paragraph 3.5.
- 2.5 You will be required to pay Us a one-off fee for Our Connection Works. This fee will be **£1,000** and will be paid in accordance with the terms set out in Appendix 1.

## Your Supply Period

### 3 Commencement of the Heat Supply

- 3.1 We will try Our best to commence the Heat Supply as soon as We can after the Contract Start Date. In order to commence the Heat Supply, Our works in building the heat supply network and Our Connection Works will need to be completed in accordance with the requirements of this Contract (see paragraph 2 above).
- 3.2 The estimated Supply Start Date is 2022. This is Our best estimate of the date on which the Heat Supply will begin to be supplied by Us.
- 3.3 We will keep You up to date with the progress of Our Connection Works (and any other necessary works to Our System needed to provide You with Heat Supply) and We will update the estimated Supply Start Date. We may change the estimated Supply Start Date for the Heat Supply if We consider it necessary to do so. The reasons why this may occur include:
  - 3.3.1 the occurrence of an Event Outside of Our Control that delays Our works; **OR**
  - 3.3.2 any failure by You to provide Us with access in accordance with this Contract (including the requirements in Appendix 1); **OR**
  - 3.3.3 certain delays arising in respect of Our Connection Works or the construction of Our System that (despite Us trying Our best) We are not able to prevent.
- 3.4 If We do need to change Your estimated Supply Start Date, We will let You know in writing the reason for the delay and provide a revised estimated Supply Start Date.
- 3.5 When Our Connection Works and the works to Our System necessary to provide You with Heat Supply are completed in accordance with this Contract, We will provide You with a confirmed Supply Start Date. This will be the date when We will start the Heat Supply in accordance with this Contract.
- 3.6 If Your confirmed Supply Start Date is three (3) or more months later than Our estimated Supply Start Date (stated in paragraph 3.2) and the reason for this is Our fault and is not because of:
  - 3.6.1 the occurrence of an Event Outside of Our Control; **OR**
  - 3.6.2 any failure by You to provide Us with access in accordance with this Contract (including the requirements in Appendix 1); **OR**

3.6.3 certain delays arising in respect of Our Connection Works or the construction of Our System that (despite Us trying Our best) We are not able to prevent,

We would ask You please not to terminate this Contract (although You may do so in accordance with paragraph 23). To compensate You for any delay We will pay to You an amount equal to £75 for every full month by which Your confirmed Supply Start Date is delayed beyond the date set out in this paragraph 3.6.

## 4 Providing the Heat Supply

4.1 During the Supply Period, We will provide the Heat Supply. Providing the Heat Supply means that We will make available the Heat Supply to Your Heating System as set out in this Contract (in particular Appendix 6).

4.2 During the Supply Period You shall pay Us for the Heat Supply as set out in this Contract.

4.3 We will try Our best to make the Heat Supply available at all times (24 hours a day, every day of the year) during the Supply Period. However, there are a number of circumstances in which We may need to suspend or disconnect Heat Supply to Your Heating System or it may be Interrupted. This may arise for several reasons including:

- where We are required to Interrupt Heat Supply to comply with law; **OR**
- where We have to resolve an Event Outside of Our Control; **OR**
- where You breach this Contract; **OR**
- where the Heat Supply is disconnected pursuant to paragraph 16; **OR**
- where We consider it is necessary for the safety and security of any person or property; **OR**
- where We undertake maintenance to Our System; **OR**
- where there is damage to Our System.

4.4 Where Interruptions occur, We will try Our best to remedy them as soon as possible and in accordance with this Contract.

4.5 We will compensate You for Interruptions to the Heat Supply if they are Our fault. Paragraph 9 details the compensation that We will pay to You in the event of Interruptions.

4.6 We will not compensate You for Interruptions or any loss of Heat Supply that is Your fault or that arise solely as a result of an Event Outside of Our Control.

4.7 As far as reasonably possible, any planned maintenance which could Interrupt or reduce the Heat Supply to Your Property will only be carried out during anticipated periods of low demand for the Heat Supply, including the Summer Period. We will use reasonable endeavours to undertake any such maintenance so as to minimise and mitigate the effects of any potential Interruption, discontinuance or reduction or other adverse effect to the Heat Supply to Your Heating System. This does not apply to the maintenance of Your Meter or Your Heat Interface Unit, which We will need to access in accordance with paragraph 19.

4.8 For the Supply Period You agree that You will not obtain a supply of hot water for heating Your Property or Your Heating System that interferes with or damages Our System.

4.9 Where an Interruption occurs that lasts longer than 12 continuous hours and You are a Customer in a Vulnerable Situation (or one is living at Your Property) We shall ensure that alternative arrangements are made to supply heating to Your Property.

## 5 Our responsibilities for Our System

5.1 During the Supply Period, We are responsible to You for the:

- 5.1.1 routine inspection (at intervals of not less than once every 24 months); **AND**
- 5.1.2 maintenance (as required); **AND**
- 5.1.3 repair and replacement (as required),

of the Heat Supply Assets with reasonable care and skill and all in accordance with good industry practice and at Our own expense. There are some exceptions to this and these are set out in this paragraph 5 and in paragraph 7.3.

5.2 We are not responsible for Your Heating System. This is Your responsibility. We are not responsible for events and consequences that are Your fault (see Appendix 7).

5.3 Provisions relating to how We will look after Your Meter and what to do if You consider there is an issue with Your Meter are set out in paragraph 13.

5.4 If You consider there is an issue or fault with the Heat Supply You are receiving or any part of the Heat Supply Assets please tell Us as soon as possible by phoning Our number as set out at the beginning of this Contract.

5.5 If You report a problem with the Heat Supply or any part of the Heat Supply Assets, We will make a record of Your call, provide practical advice to put the matter right where possible, and if necessary do Our best to attend Your Property and assess the issue in the following timeframes (You must give Us access to Your Property where we attend in these times):

Situation	Response time (from time of notification)
An Emergency	Within four (4) hours
No Heat Supply during the Winter Period	Within eight (8) hours (and if You are a Customer in a Vulnerable Situation We will provide an alternative heat source to Your Property if We are unable to resolve the initial fault within twelve (12) hours)
No Heat Supply during the Summer Period	Within twelve (12) hours and if You are a Customer in a Vulnerable Situation We will provide an alternative heat source to Your Property if We are unable to resolve the initial fault within twelve (12) hours)
An inadequate Heat Supply or a minor leak that will not cause damage	Within twenty four (24) hours
Problems with Your Meter	Within twenty four (24) hours (other than on a Sunday or a Bank Holiday)
Any other problems	Within forty eight (48) hours (other than on a Sunday or a Bank Holiday)

If We fail to attend Your Property within this time You may be entitled to a Performance Payment under paragraph 9 of this Contract.

5.6 Where You report a problem with the Heat Supply or any part of the Heat Supply Assets:

5.6.1 if the Heat Supply and Heat Supply Assets are determined to be working properly, You will pay Us for any reasonable costs We have incurred in visiting Your Property to assess the problem; **OR**

5.6.2 except where any problem is found to be Your fault, if the Heat Supply or Heat Supply Assets are determined not to be working properly, You will not be required to pay to Us any costs We have incurred in assessing the problem (a problem may be Your fault where You have caused damage to Our System or otherwise breached the terms of this Contract).

5.7 On attendance at Your Property, We will try Our best to repair any faults with Our Heat Supply Assets as soon as possible. However, there may be some circumstances where We are not able to do so straight away. For example, We might require a part that is not available at the time of Our attendance or We may have to carry out works to other parts of Our System.

5.8 If We cannot rectify any fault straight away, We will re-schedule a future visit to Your Property at an agreed time. If We fail to repair any faults with Our Heat Supply Assets in accordance with Performance Objectives E and F You may be entitled to a Performance Payment under paragraph 9 of this Contract.

5.9 On any inspection or visit to Your Property, We will try Our best to reset, repair or arrange for a replacement of any Heat Supply Assets that are damaged or not working properly. We may also take other actions necessary to restore the Heat Supply. If it is Your fault that the Heat Supply or Heat Supply Assets are not working properly (for example, this might be the case where You have interfered with the Heat Supply Assets or where You have failed to comply with Your other obligations under this Contract), You shall be responsible to Us for:

5.9.1 the reasonable costs We incur in arranging for the inspection of the Heat Supply Assets and Our System; **AND**

5.9.2 Our reasonable costs of resetting, repairing or replacing the Heat Supply Assets and restoring the Heat Supply.

5.10 Nothing in this paragraph 5 will require Us to restore the Heat Supply if You have been disconnected under paragraph 16.

## 6 Agreeing an attendance time

6.1 Where We need to undertake planned inspections, planned maintenance, planned repairs, planned upgrades, planned removal or planned replacement, We will give

You at least fourteen (14) days' notice of any such visit and will try to arrange the visit at a mutually convenient time. We will provide You with a maximum four (4) hour time window for attending Your Property on the agreed day. You must provide Us with access to Your Property during this agreed time window.

6.2 Where You report a problem with the Heat Supply, Your Meter or Your Heat Interface Unit, We will agree a four (4) hour time window (within the periods for responding above) for attending Your Property. You must provide Us with access to Your Property during this agreed time window.

6.3 We do not need to keep to the response times above if You do not let Us into Your Property to solve the problem.

## 7 Your responsibilities for Our System

7.1 We own all parts of Our System and no ownership or other rights over any part of Our System shall pass to You.

7.2 You are not permitted to re-sell, re-distribute or re-deliver any part of the Heat Supply without Our prior written consent (You must also ensure that no other person does this in respect of the Heat Supply). By way of example, re-selling would include on selling Heat Supply to another premises or charging a tenant at Your Property for Heat Supply.

7.3 You must not (and must not allow any other person living in, visiting or attending Your Property to) interfere or tamper with any part of Our System or mis-use Our System. You will be required to pay to Us Our reasonable costs that result from You (or anyone else living in, visiting or attending Your Property):

7.3.1 connecting in to or adjusting any part of Our System (without Our consent); **OR**

7.3.2 tampering with or adjusting any part of Our System; **OR**

7.3.3 moving or allowing to be moved any part of Our System; **OR**

7.3.4 removing or allowing to be removed any part of Our System; **OR**

7.3.5 selling, giving away or giving anyone else any rights in respect of any part of Our System; **OR**

7.3.6 causing any damage (or malfunction) to Our System.

The costs that You may be responsible for under this paragraph 7.3 include the costs of replacement or repair of damaged assets and any costs of Us attending Your Property to remedy any issue.

7.4 You must tell Us immediately if You know or believe that:

7.4.1 any part of Our System is damaged or destroyed; **OR**

7.4.2 anyone other than Us or Our agents has interfered with or removed any part of Our System.

## 8 Your responsibilities for Your Heating System and Your Property

8.1 You must make sure that Your Heating System is maintained, repaired and, where necessary, replaced.

8.2 You shall notify Us of anything (such as works to Your Property) that You think is likely to affect Our System or require alterations to Our System or impact the Heat Supply. You require Our consent to move, relocate or otherwise interfere with Our System or Heat Supply Assets.

8.3 We are only responsible for Our System and its interface with Your Heating System at the Heat Exchange Point. We are not responsible for Your Heating System or the cost of replacing or repairing Your Heating System unless We cause damage to it.

8.4 We are not responsible to You for any of the following:

8.4.1 the adequacy, safety or other characteristics of Your Heating System; **OR**

8.4.2 the maintenance of Your Heating System; **OR**

8.4.3 repairing faults or damage to Your Property that are not Our fault; **OR**

8.4.4 any damage to Your Heating System or Your Property (or any fixtures or fittings in it) unless caused by Us; **OR**

8.4.5 any improvements that You want to make to improve Your Heating System or Your Property.

8.5 If We cause damage to Your Heating System or Your Property We will be responsible for the costs of the damage caused.

8.6 If Your Heating System is causing problems, or We believe that it is likely to cause problems to Our System or the Heat Supply Assets, We may suspend the Heat Supply until You repair or replace Your Heating System to the standard reasonably required by Us.

- 8.7 If You cause (or any person living in, visiting or attending Your Property causes) any damage to, interruption, discontinuation or reduction to the operation of Our System or the Heat Supply Assets, by any work that You (or they) do to Your Heating System (for example, by draining Your Heating System or moving a radiator without safely isolating Your Heating System from Our System) or Your Property, You must pay Our reasonable costs of undertaking any necessary consequent repairs, replacements or maintenance.
- 8.8 We will not carry out any repairs or maintenance in Your Property 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).
- 8.9 Where necessary, You may ask Us to temporarily disconnect the Heat Supply, for instance, while building work is going on at Your Property. Where We incur costs in respect of any such disconnection (or any subsequent re-connection) we may charge You Our reasonable costs involved in any such disconnection.

## 9 Our Performance Objectives

- 9.1 Our Performance Objectives set out in the table below represent the quality of service We aim to provide to You under this Contract.
- 9.2 During the Supply Period, We will do Our best to comply with the Performance Objectives at all times. Where necessary, We may improve Our Performance Objectives without Your permission, but We will not change Our Performance Objectives in a way which would mean they were less beneficial to You or less demanding on Us. We will publish any change on Our website and tell You in writing as soon as possible.
- 9.3 Where We are unable to meet Our Performance Objectives, this will be known as a **“Performance Failure”**. Where a Performance Failure occurs, We will make a Performance Payment to You in accordance with the table below.
- 9.4 We will apply the total amount of Performance Payments accrued in any Payment Period to Your Bill for that Payment Period. Where the total of the Performance Payments in any Payment Period is greater than the amount You owe Us under Your Bill, We will set off the Performance Payments against the following Quarter’s Bills (where the amount also exceeds the following Quarter’s Bill(s) then the total of Performance Payments will continue to be set off against subsequent Bills until the Performance Payment has been netted to zero).

- 9.5 If this Contract has been terminated and the Performance Payments We owe You are greater than the Charges in Your final Bill, We shall set off the Performance Payments against Your final bill and pay You the outstanding balance. We shall pay You this balance within thirty (30) days of the date of the final Bill.

- 9.6 Our Performance Objectives are as follows:

Performance Objective	Performance Failure	Performance Payment
A. We will aim to provide You with at least 48 hours written notice of the commencement of any Planned Interruption to the Heat Supply	We provide You with less than 48 hours written notice of a Planned Interruption	£54 per incident where We provide You with less than 48 hours written notice of a Planned Interruption.
B. We will try Our best to prevent Planned Interruptions lasting longer than 5 continuous days	A Planned Interruption has lasted longer than 5 continuous days	£30 for each additional complete 24-hour period during which the Planned Interruption continues beginning at 00:00 at the end of the 5th day following the commencement of the Planned Interruption.  The maximum amount of Performance Payments We will make to You in respect of this Performance Objective B is £500 per calendar year.

<p>C. We will try Our best to prevent Unplanned Interruptions from lasting longer than 24 continuous hours from the time at which the first notification of the relevant Interruption by one of Our consumers is received by Us</p>	<p>We have failed to restore the Heat Supply within 24 continuous hours of the notification of the interruption</p>	<p>£30 for each additional, continuous and complete 24 hour period (from and excluding the end of the initial continuous 24 hour period) during which the Unplanned Interruption continues.</p> <p>The maximum amount of Performance Payments We will make to You in respect of this Performance Objective C is £500 per calendar year.</p>
<p>D. We will try Our best to prevent there being more than three (3) Unplanned Interruptions lasting twelve (12) continuous hours or more in the space of any calendar year</p>	<p>More than three (3) Unplanned Interruptions lasting over twelve (12) continuous hours occur in a calendar year</p>	<p>A one-off Performance Payment of £54 for any failure to meet this Performance Objective.</p>
<p>E. Your Meter should be working (this means that it is accurate within 5% or, if a greater requirement, accurate as required by law). If You alert Us that this is not the case, We will try Our best to repair or replace within 28 days of notification.</p>	<p>Your Meter, where not achieving accuracy of plus/minus 5% or, if a greater requirement, Your Meter is not accurate as required by law, has not been replaced or repaired within 28 days of notification</p>	<p>A one-off Performance Payment of £54 for any failure to meet this Performance Objective.</p>

<p>F. Where You alert Us that any other part of the Heat Supply Assets (i.e. other than Your Meter) are faulty but have not resulted in an Interruption, We will try Our best to repair or replace them within <b>28</b> days of notification by You.</p>	<p>We do not repair or replace the faulty Asset within 28 days of notification</p>	<p>A one-off Performance Payment of £54 for any failure to meet this Performance Objective.</p>
<p>G. We will make arrangements to supply alternative heating to Consumers in a <b>Vulnerable Situation</b> if a Planned Interruption or an Unplanned Interruption lasts longer than twelve (12) hours</p>	<p>We do not provide alternative heating (e.g. an electric heater) when a Planned Interruption or Unplanned Interruption lasts longer than twelve (12) hours</p>	<p>A one-off Performance Payment of £30 for any failure to meet this Performance Objective.</p>

9.7 The Performance Payments and each related cap shall be increased annually from and including each 1 April in accordance with the change in the Index (see Appendix 2).



- 9.8 However, We shall not be liable to You for any failure to meet the Performance Objectives or be required to make any Performance Payment where any of the following apply:
- 9.8.1 the failure to meet the Performance Objective was caused by a breach of this Contract by You or was an event that was Your fault; **OR**
  - 9.8.2 the relevant event, fault, Interruption or damage to which the Performance Objective relates was caused by a breach of this Contract by You; **OR**
  - 9.8.3 You have informed Us that in respect of the event or circumstance related to the failure to meet the Performance Objective, You do not wish Us to take any action in regard to such event or circumstance or that any action already taken by Us is sufficient; **OR**
  - 9.8.4 We have reasonably requested specific information from You about the event or circumstances related to the Performance Objective or Performance Payment and this information has not been provided within any reasonable timeframe specified for receipt of that information by Us; **OR**
  - 9.8.5 the failure to comply with the Performance Objective or relevant event, fault, Interruption or damage to which the Performance Objective relates, was caused by an Event Outside of Our Control and We used reasonable efforts to reduce the effects of the event or circumstances and start providing the Heat Supply again as soon as possible; **OR**
  - 9.8.6 We have to shut down the Scheme or Our System by law, as long as the need to shut down the Scheme does not relate to or arise out of Our negligence or Us not complying with this Contract; **OR**
  - 9.8.7 We have suspended the Heat Supply 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 does not relate to or arise out of Our negligence or Us not complying with this Contract; **OR**
  - 9.8.8 it was not reasonably practicable for Us to take the action required as a result of You failing to provide Us with timely access to Your Property; **OR**
  - 9.8.9 the Heat Supply has been disconnected in accordance with paragraph 16 of this Contract.

- 9.9 We are committed to following the standards of the Heat Trust, which is a customer protection scheme for the district heating sector. We may from time to time amend this Contract or Our Performance Objectives to meet the requirements of the Heat Trust or changes to the law. If We do so, We will publish such amendments on Our website and provide You with at least thirty (30) days' written notice before any amendments are implemented.
- 9.10 If You are unhappy with the service We provide to You, please follow Our complaints procedure set out in paragraph 18 of this Contract.

## 10 Customers in a Vulnerable Situation

- 10.1 We will provide free extra help to Customers in a Vulnerable Situation. Prior to entering into this Contract, We will ask if You, or any permanent resident of Your Property is a Customer in a Vulnerable Situation. We will then add any Customer in a Vulnerable Situation at Your Property to Our Priority Services Register to get access to a range of support services and help.
- 10.2 If circumstances change and there is no longer someone who is a Customer in a Vulnerable Situation at Your Property please notify Us of this change.
- 10.3 We will also ask 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). If so, We will provide additional support.
- 10.4 You can find out more information about the help available by contacting Us using the contact information provided at the beginning of this Contract.

## 11 Charges

- 11.1 The details of how We calculate Our Charges are set out in Appendix 2 of this Contract.
- 11.2 Appendix 2 also outlines how and when We will review and adjust Our Charges to ensure that We are charging You fairly.

## 12 Your Bill

- 12.1 During the Supply Period, We will send to You Your Bill every Payment Period in accordance with Your selected payment preferences (as set out in Appendix 3).
- 12.2 Each Bill will set out:
- 12.2.1 the Payment Period to which the Bill relates; **AND**

- 12.2.2 the total Charges You need to pay to Us in respect of the Payment Period - including:
- (a) if applicable, the amount of Connection Charge due;
  - (b) the amount of Your Variable Charge due (this is charged in arrear, meaning that You will pay for the amount of Your Variable Charge incurred during the previous Payment Period). Your Variable Charge is based on:
    - (i) the amount of Heat Supply used by Your Heating System in the previous Payment Period (in kWh) based on Your Meter readings (or Our reasonable estimate in accordance with paragraph 13); and
    - (ii) the applicable price per kWh of Heat Supply as set out in Appendix 2.
  - (c) the Standing Charge for the previous Payment Period (this is charged in arrear, meaning You will pay for the prior Payment Period's Standing Charge as set out in Appendix 2);
  - (d) any applicable value added tax;
  - (e) any amount We add to recover underpayments or overdue Charges in accordance with paragraph 13;
  - (f) any reasonable and proper costs or Charges We have incurred arising from loss or damage We suffered that You are responsible for under this Contract; **AND**
  - (g) any other costs or Charges due under this Contract (including any Abortive Call-Out Charge, Debt Processing Charge or Reconnection Charge),
- 12.2.3 any amounts We have refunded or any Performance Payment We have paid following a Performance Failure; **AND**
- 12.2.4 the balance of Your account; **AND**
- 12.2.5 other key pieces of information regarding Your Bill, so that You can understand the amount You are required to pay, including:
- (a) current prices as calculated in accordance with Appendix 2 of this Contract; **AND**

- (b) detail of what is included in Your Variable Charge and Your Standing Charge; **AND**
- (c) information about the Heat Supply consumed by Your Heating System; **AND**
- (d) where available, comparisons between the Heat Supply consumed by Your Heating System for the same period in the previous calendar year; **AND**
- (e) methods available for payment; **AND**
- (f) Our contact information, and other relevant contact information that may be of assistance, including website addresses, for organisations from which information may be obtained on available energy efficiency improvement measures and technical specifications for products which use energy.

## 13 Assessing Your Bill

- 13.1 Your Bill will show the amount of Heat Supply You have used, which We will record from Your Meter using Our System. Where possible We will read Your Meter remotely using Our automatic reading system for every Payment Period without requiring access to Your Property. However, if for any reason We are unable to read Your Meter remotely, We will where possible provide You with the means to give Us Your own reading(s).
- 13.2 In certain circumstances We might not be able to read Your Meter at the time We issue You with a Bill, for example:
- 13.2.1 there may be a defect in Our System that prevents Us reading Your Meter; **OR**
  - 13.2.2 You have not been able to give Us Your own reading; **OR**
  - 13.2.3 Your Meter may not be working properly or may be defective; **OR**
  - 13.2.4 We may not have been able to get access to Your Meter.
- Where We cannot read Your Meter, We may issue You with a Bill on the basis of Our reasonable estimate of the Heat Supply You have used.
- 13.3 Our reasonable estimate will be based on Your Standing Charge and Your Variable Charge and either:
- 13.3.1 Your pattern of energy use in the past; **OR**

- 13.3.2 the Heat Supply You are likely to use given the size of Your Property and comparison readings from other properties in the Scheme.
- 13.4 Where Your Bill is based on a reasonable estimate of the Heat Supply You have used, We will make any necessary adjustments after We obtain an accurate Meter reading and Your actual consumption is determined. This will be shown on the next Bill You receive after the Meter reading as a credit or a debt.
- 13.5 Where We have undercharged You for the Heat Supply You use, We will reconcile the undercharging by applying a debit on Your account. We shall not reconcile the undercharging where more than 12 months have passed since the end of the Payment Period of undercharging. If You have any difficulties in making up these payments, please contact Us straight away.
- 13.6 Where We have overcharged You for the Heat Supply You use, We will reconcile the overcharging by applying a credit on Your account. This will be set off against Your next Bill(s).
- 13.7 In accordance with paragraph 5, if You believe anything is wrong with Your Bill or Your Meter is not working properly or providing accurate readings, please tell Us. We will work with You to resolve the issue.
- 13.8 You can ask Us to arrange an inspection to see if Your Meter is accurate and working properly at any time You like. Similarly, You can also ask Us to arrange an inspection by an independent meter examiner. Where You ask Us to undertake any of these forms of inspection (in accordance with paragraph 5):
- 13.8.1 If Your Meter is determined to be working properly and providing accurate readings, You will pay Us for any reasonable costs We have incurred in inspecting Your Meter.
- 13.8.2 Except where any problem is found to be Your fault, if Your Meter is determined not to be working properly or not to be providing accurate readings, You will not be required to pay to Us any costs We have incurred in inspecting Your Meter.
- 13.9 We may also inspect or ask an independent meter examiner to inspect Your Meter for Us. We will do this at least once every 24 months but may do it more frequently to the extent We consider it reasonably necessary to do so or where We consider Your Meter may not be working properly or is not accurate.
- 13.10 Where We inspect and maintain Your Meter We will do so in accordance with the manufacturers' guidelines or any other applicable national standards.

- 13.11 In accordance with paragraph 5, We will reset, repair or arrange for a replacement of Your Meter as required. If it is Your fault that Your Meter is not working properly or not providing accurate readings (for example, this might be the case where You have interfered with Your Meter or where You have refused to comply with Your other obligations under this Contract – see further Appendix 7), You shall be responsible to Us for:

13.11.1 the reasonable costs We incur in arranging for the inspection of Your Meter; **AND**

13.11.2 Our reasonable costs of resetting, repairing or replacing Your Meter.

## 14 Paying Your Bills

- 14.1 You must pay the amount set out in Your Bill to Us within twenty-one (21) days from the date shown on Your Bill.
- 14.2 You will be responsible for paying the Charges for the Heat Supply until You or We cancel this Contract (and it has been terminated) in accordance with paragraph 23.
- 14.3 You will also still be responsible for paying the Charges if You have not cancelled this Contract and:
- 14.3.1 You do not live (or no-one lives) in Your Property; **AND/OR**
- 14.3.2 someone at Your Property uses the Heat Supply without Your permission; **AND/OR**
- 14.3.3 You do not use any of the Heat Supply (you will still have to pay Your Standing Charge).
- 14.4 You will still have to pay the Charges if the Heat Supply to Your Property's Heating System is Interrupted or unavailable. However, if the Interruption or unavailability is due to a Performance Failure, You may be entitled to a Performance Payment.
- 14.5 If You are having trouble paying Bills You should contact Us as soon as possible. We may be able to restructure Your payments so that they are more manageable and affordable.
- 14.6 There are a number of ways in which You can arrange to pay Your Bill. Please complete the form in Appendix 3 to let Us know how You will make Your Payments. You may pay the amounts due in any Bill using any of the following methods:

### Paying by direct debit

14.7 If You pay Your Bill by direct debit, each Payment Period We will take the amount shown on Your Bill directly from Your bank account. The amount We take via direct debit will vary each Payment Period depending on the amount of Heat Supply You use. You are likely to pay more in the Winter Period when You use more energy and less in the Summer Period.

#### **Paying by credit or debit card**

14.8 If You want to pay Your Bill using a debit or credit card, You must ensure that You pay the amount due to Our account over the phone or on-line as set out in Your Bill for each Payment Period by the date shown on Your Bill.

14.9 If You choose to pay Your Bill using a debit or credit card, We will charge You a processing fee, however We will ensure that this fee is not any more than We are charged by Our bank for processing the transaction by debit/credit card.

#### **Paying by pre-payment meter**

14.10 Where we so notify You, Your heat meter will be enabled so that You can make payments by way of pre-payment.

14.11 We may require You to make payments in the pre-payment mode if You have failed to make payments by other means. If You make payments using the pre-payment mode, We will send You monthly statements to report Your Heat Supply use and details of the Charges and all other relevant information that would normally be included in a heat Bill.

## **15 Failing to Pay**

15.1 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 Bill by being efficient with the Heat Supply You use.

15.2 If You have not paid Your Bill within twenty-one (21) days of the date shown on the Bill, We will:

15.2.1 send You a late payment reminder letter (a letter setting out: (a) how much You owe Us, (b) actions that may be taken if the amount due is not paid and (c) the deadline by which You must pay the amount due); **AND THEN**

15.2.2 if the amount due remains unpaid following the deadline set out in a late payment reminder letter, send You a final demand letter (a letter setting out: (a) how much You owe Us, (b) actions that may be taken if

the amount due is not paid and (c) the deadline by which You must pay the amount due).

15.3 If the amounts due under Your Bill remain outstanding following the deadline set out in a final demand letter, We may take reasonable action to recover the amounts that You owe to Us. This may include:

15.3.1 charging You interest on any outstanding amounts from the original due date (as set out in the Bill) until the date on which payment is made at a rate equal to 2% above Bank of England Base Rate; **AND/OR**

15.3.2 requiring You to pay by another method (including requiring that You make payments by way of the pre-payment meter); **AND/OR**

15.3.3 changing how often We send You Your Bills; **AND/OR**

15.3.4 charging a Debt Processing Charge in accordance with Appendix 2; **AND/OR**

15.3.5 increasing the amount debited from Your bank account if You pay by direct debit (so that We can recover the difference over a period of time); **AND /OR**

15.3.6 requiring You to pay to Us a refundable deposit equivalent to Our reasonable estimate of the Charges for a period of three (3) calendar months); **AND/OR**

15.3.7 agreeing 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; **AND/OR**

15.3.8 requesting that someone else guarantees Your payments; **AND/OR**

15.3.9 taking court action to recover the outstanding amounts due and Our reasonable costs; **AND/OR**

15.3.10 as a last resort, disconnecting the Heat Supply from Our System as referred to in paragraph 16.

## **16 Disconnecting the Heat Supply**

16.1 If You:

16.1.1 do not pay Your Bill within twenty-one (21) days of the date shown on Your Bill (see paragraph 14) and You do not make payment of the overdue amounts when required by both: (a) a late payment reminder

letter and (b) a final demand letter reminding You that payment is due;  
**OR**

16.1.2 commit another Material Breach of this Contract (for example, a breach that puts the safety of any person at risk or a breach of the requirements of paragraph 7),

We may disconnect the Heat Supply. This means We may cease to make available the Heat Supply to Your Heating System.

16.2 We will contact You to tell You that We are disconnecting the Heat Supply.

16.3 We may take a number of actions to disconnect the Heat Supply, including:

16.3.1 taking action to isolate the Heat Supply to Your Property; **AND/OR**

16.3.2 taking court action to gain entry to Your Property for the purpose of isolating the Heat Supply.

16.4 We will not disconnect the Heat Supply where You reasonably dispute any unpaid Bill.

16.5 We will not disconnect the Heat Supply for non-payment in the Winter Period if any person living at Your Property is a Customer in a Vulnerable Situation.

16.6 As well as disconnecting the Heat Supply for non-payment of Your Bill, We can also charge You interest on Your overdue payments (see paragraph 15.3).

## 17 Reconnecting the Heat Supply

17.1 We will re-start the Heat Supply within five (5) working days once You have paid Us (or rectified any other breach leading to the disconnection):

17.1.1 all of Your overdue payments (and any interest); **AND**

17.1.2 all additional costs You owe Us, including a **Reconnection Charge** and any **Debt Processing Charge**; **AND**

17.1.3 (if requested) a refundable deposit of three (3) months' Charges.

17.2 If We agree a payment plan with You, that plan will be based on Your ability to pay the Charges.

17.3 If You pay Us a deposit, We will return that deposit to You once You have kept Your payments up to date, in full for **12** months.

17.4 If We have had to disconnect the Heat Supply, We may also choose to carry out a check on You with a credit reporting agency.

## 18 Complaints

18.1 Please tell Us if You are not happy with Us or any aspect of the Heat Supply.

18.2 We will try and resolve Your Complaint as quickly as reasonably possible.

18.3 If You want to make any Complaint, You should follow the procedure set out below:

**STEP 1:** Get in touch with the Customer Service Team as soon as possible who will attempt to resolve Your Complaint.

**STEP 2:** If You are not happy with how Your Complaint has been dealt with, You may contact Our **Climate Change & Energy Services Programme Manager**.

18.4 Where You make a Complaint, You will need to provide Us with all the details regarding the Complaint including:

18.4.1 Your name; **AND**

18.4.2 Your Account Number; **AND**

18.4.3 The details in respect of Your Property; **AND**

18.4.4 Your contact number; **AND**

18.4.5 all details about the circumstances of the matter about which You are making the Complaint (including, to the extent possible any relevant dates and times of any incident or event).

18.5 If:

18.5.1 Your Complaint has not been resolved to Your satisfaction within eight (8) weeks of the date on which You first contacted Us about it; **OR**

18.5.2 We have issued You a deadlock letter in respect of a Complaint (this is a letter which details what has happened and Our proposals in respect of Your Complaint),

then You may contact the Ombudsman for Energy who can deal with Your Complaint on Your behalf. Contact details for the Ombudsman for Energy are available at <http://www.ombudsman-services.org/energy.html>. Any direction or determination by the Ombudsman for Energy in respect of Your Complaint shall be final and binding on both You and Us.

- 18.6 We will pay to You the cost for You making any complaint to the Ombudsman for Energy. However We will not pay Your costs, where the Ombudsman for Energy has dismissed any complaint brought by You because it had no merit.
- 18.7 If at any stage You consider You need additional support with Your Complaint:
- 18.7.1 You may notify Us of Your nominated representative to deal with Your Complaint on Your behalf (at which point We will deal with Your nominated representative instead of You in respect of the Complaint); **AND/OR**
- 18.7.2 the Citizens Advice Bureau provides free confidential impartial advice on customer issues and may be able to assist You during the complaint process. Visit [www.citizensadvice.org.uk/energy](http://www.citizensadvice.org.uk/energy) for further details.

## 19 Accessing Your Property

- 19.1 You agree to give (and You agree to make sure any occupier of Your Property will give) Us, Our agents and other representatives access to Your Property and the Heat Supply Assets, at all reasonable times, for the purposes of:
- 19.1.1 at all times keeping installed Our Heat Supply Assets; **AND/OR**
- 19.1.2 inspecting, repairing, upgrading, replacing, installing, removing, testing, maintaining or carrying out other activities relating to Our System; **AND/OR**
- 19.1.3 disconnecting the Heat Supply to Your Heating System in the circumstances allowed under this Contract; **AND/OR**
- 19.1.4 removing the Heat Supply Assets belonging to Us upon termination or expiration of this Contract; **AND/OR**
- 19.1.5 responding in an Emergency or mitigating any danger We reasonably believe exists to people or property in relation to the Scheme.
- 19.2 Anyone visiting or attending Your Property 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. A password can be agreed with You on request.
- 19.3 Except in an event arising under paragraph 19.1.5, or where We are required by law, or this Contract obliges Us to obtain access sooner, We will give You at least:
- 19.3.1 fourteen (14) days' notice in respect of all planned activities set out in paragraph 6.1; **OR**

- 19.3.2 72 hours' notice in all other circumstances, before We need access to Your Property.
- 19.4 If We agree and confirm a time with You for Us to visit Your Property for any purpose relating to this Contract, and:
- 19.4.1 You do not give Us access at the agreed time (nor did You rearrange with Us a different time giving Us at least four (4) hours' notice); **AND**
- 19.4.2 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), then an **"abortive visit"** will have occurred.
- 19.5 Where We make more than one (1) abortive visit to Your Property in respect of the same issue, You will have to pay Us an **"Abortive Call-Out Charge"** for each subsequent abortive visit and any direct and reasonable additional costs that We incur in carrying out any necessary work without access to Your Property. Details of the Abortive Call-Out Charge can be found under Appendix 2.
- 19.6 If We can't get access to Your Property when arranged with You or as We are otherwise entitled under this Contract and this prevents Us from fixing any Interruption or reduction in the Heat Supply (or any damage or cause thereof), We will not be obliged to provide You with a Heat Supply until You have provided Us with access to Your Property to allow Us to fix the problem. We will not be liable for Performance Payments (or damage) in relation to any such period of Interruption or reduction or damage until You have provided Us with sufficient access to Your Property to allow Us to fix the problem.
- 19.7 We will compensate You for any physical damage caused to Your Property (as well as chattels at Your Property) by Us, Our agents and other representatives when accessing Your Property.

## 20 Letting Your Property

- 20.1 If You let out Your Property You will remain responsible for Your obligations under the terms of this Contract. You will be responsible to Us for any and all actions of Your tenant as if they were Your actions. If You let out Your Property You must:
- 20.1.1 ensure that the tenancy agreement reserves rights sufficient to enable Us to exercise Our rights and perform Our obligations under this Contract; **AND**

- 20.1.2 provide Us with an updated contact address for You; **AND**
- 20.1.3 include a covenant in Your tenancy agreement that requires the tenant to comply with any terms of this Contract (except for payment of any Charges).
- 20.2 If You let out Your Property, this Contract will continue and it will be for You to agree with Your tenant how relevant charges are to be met. However We may in certain circumstances agree (where you let out Your Property and request Us to do so in writing) to put in place a new temporary heat supply agreement with Your tenant so that they may pay the relevant charges instead of You for the duration of the tenancy. Any such agreement will be at Our absolute discretion. Where We agree that Your tenant will become responsible for the Heat Supply, the following will apply:
  - 20.2.1 the heat supply agreement We enter into with Your tenant will be in substantially the same form as this Contract. We will send the new heat supply agreement to either You or Your tenant, as requested, for Your tenant to sign; **AND**
  - 20.2.2 this Contract between You and Us will automatically be suspended on a temporary basis from and including the date the new heat supply agreement with Your tenant starts to and including the date of termination of the tenancy (however it terminates). While this Contract is suspended, Your and Our obligations under it, including Your obligation to pay 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 (nor any obligations You may have on termination of this Contract – which shall remain active and in place); **AND**
  - 20.2.3 before We suspend this Contract, We will get a final Meter reading using Our automatic-reading system. If We cannot do this for any reason, We may ask You to give Us the final Meter reading.
- 20.3 You must give Us written notice as soon as possible if Your tenant is moving out. This Contract will automatically come into force again on the date the heat supply agreement with Your tenant ends (regardless of whether or not You move back into Your Property).
- 20.4 When the heat supply agreement with Your tenant ends, We will get a final 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 Meter reading. If Your tenant does not or cannot provide the Meter reading, We may ask You for the Meter reading.

- 20.5 **PLEASE BE AWARE that this Contract will not be suspended and Your obligations to pay the Charges will continue where Your tenant does not enter into a contract with Us. This does not stop You terminating this Contract, but this will not happen automatically. If You wish to terminate this Contract You must do so in accordance with paragraph 23.**
- 20.6 Paragraph 20 does not apply to Long-Term Leasehold Interests in Your Property. Where you dispose of a Long-Term Leasehold Interest in Your Property, paragraph 21 will apply.

## 21 Selling, transferring or disposing of Your Property

- 21.1 You must notify Us in writing as soon as possible (and not less than one (1) month prior to the date of sale, transfer or disposal) if You intend to sell, transfer or dispose of the freehold interest in Your Property or a Long-Term Leasehold Interest in Your Property. This will allow Us to terminate this Contract and to remove any Heat Supply Assets where this is necessary.
- 21.2 Where You sell Your Property (or dispose of a Long-Term Leasehold Interest in Your Property), We may ask You to help Us put in place a new heat supply agreement with the New Owner. If We enter into a heat supply agreement with the New Owner of Your Property, We may not need to remove Our Heat Supply Assets and (where We do not need to do so) We will not need to charge You Our reasonable costs for such removal. It is Our intention that where We receive a request from or on behalf of the prospective New Owner of the Property We will seek to enter into a new heat supply agreement with the New Owner on the date of completion of Your sale, transfer or disposal and such new heat supply agreement will be on substantially the same terms as then apply under this Contract and We will ensure a continuity of the Heat Supply to Your Property and will not disconnect or remove Our Heat Supply Assets on such sale, transfer or disposal.
- 21.3 Before We terminate this Contract, We will get a final Meter reading using Our automatic-reading system. If We cannot do this for any reason, We may ask You to give Us the final Meter reading.

## 22 Death and Bereavement

- 22.1 We recognise that it can be a very difficult time for all concerned when someone passes away. In this circumstance we try to make things as easy for You and Your loved ones as possible.
- 22.2 Where You pass away the executors of Your estate should contact Us to notify Us and provide Us with their correspondence address.

## 23 Termination of this Contract

- 23.1 **PLEASE BE AWARE** that unless You end this Contract or We end this Contract, following the process set out under this paragraph 23 You will **STILL BE LIABLE** for Our Charges even if You do not live in Your Property (unless this Contract is suspended in accordance with paragraph 20).

### Your right to end this Contract

- 23.2 You may end this Contract for any reason by giving Us at least thirty **(30) days' notice**, by writing to Us or emailing Us using the contact details referred to at the beginning of this Contract.
- 23.3 You may end this Contract on twenty **(20) days' notice** where You no longer occupy Your Property by writing to Us or emailing Us using the contact details referred to at the beginning of this Contract.
- 23.4 If You move out of Your Property, You must give Us a forwarding address so that We can contact You about any amounts that We may owe You or any Charges that You may owe Us. We will take a final Meter reading on the date this Contract ends and provide You with a final Bill within **fourteen (14) days**.

### Our right to end this Contract

- 23.5 We can end this Contract, without any liability to You except as set out in paragraph 24.2 by providing You with **thirty (30) days** written notice if:

### Termination by Us for Your Fault or when You dispose of Your Property

- 23.5.1 We have suspended or disconnected the Heat Supply to Your Property, as set out in paragraph 16.1 and:
- (a) We have sent You a further final demand letter and after thirty (30) days You still haven't paid Our Charges or made arrangements to pay them; **AND**

- (b) We have tried to visit You at Your Property (within the previous seven (7) days) to tell You about the overdue Charges and give You notice that We may end this Contract.

- 23.5.2 You or anyone living in, visiting or attending Your Property has tried to use the Heat Supply without Our permission or in a way designed to avoid paying for it. In this situation We will give You written notice of such an event. Where, following receipt of written notice You fail to prevent the use of the Heat Supply without Our permission or in a way designed to avoid paying for it, We may terminate this Contract with ten (10) days' written notice.
- 23.5.3 There is a problem with Your Heating System which is causing damage to or seriously affecting Our System and You have not resolved the problem after three (3) months' notice from Us of the problem. In this situation We will give You ten (10) days' written notice before We end this Contract.
- 23.5.4 You have transferred, sold or disposed of Your Property (or the Long-Term Leasehold Interest in Your Property) or You no longer occupy Your Property or have notified Us that You intend to do so (this will include circumstances where we have entered in to a replacement heat supply agreement with any New Owner).
- 23.5.5 You have committed a Material Breach of this Contract (of which You have been notified in writing) and which You have not remedied within thirty (30) days (or such longer period as We may reasonably require) of such notice) - this includes any failure to grant Us access to Your Property as required by this Contract or any failure to let Us install Our Connection Works in accordance with this Contract.

### Termination by Us not for Your Fault

- 23.5.6 We serve twenty-four (24) months' written notice of termination on You either (i) after a date occurring not less than 40 years from 1 April 2021 or (ii) following a determination by Us that the district heating scheme is to be discontinued.
- 23.5.7 Circumstances as set out in paragraph 25.4 mean that We cannot provide the Heat Supply under this Contract. In this situation We will give You fourteen (14) days' notice before We end this Contract.



- 23.5.8 Our right to use Our System and make the Heat Supply available to Your Property ends, is no longer compliant with law or is terminated.
- 23.5.9 We serve written notice on You that the Scheme is no longer/not viable or is not (in Our opinion) to continue (e.g. because of lack of sign ups) on a date which is prior to the installation of Heat Supply Asset at Your Property.

## 24 Consequences of Terminating this Contract

- 24.1 **PLEASE BE AWARE** that You may be liable for our reasonable costs for removal of Our Heat Supply Assets where this Contract is terminated. Please see paragraph 24.5 for further details.
- 24.2 Regardless of the reason for termination, 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 of Your Charges) and We will still be liable for any of Our previous breaches of this Contract (for example, committing any Performance Failures).
- 24.3 If We give You notice that We are going to disconnect the Heat Supply to Your Property in accordance with the terms of this Contract, or if You or We terminate this Contract (or it is shortly about to be terminated), You must give Us access to Your Property, at a reasonable time, and allow Us to disconnect the Heat Supply to Your Property and/or reconfigure or remove the Meter or any Heat Supply Assets. You must not reconnect the Heat Supply to Your Property without Our permission.
- 24.4 If You continue living in Your Property and You use the Heat Supply after this Contract has ended, or allow anyone else to do so, You will have to pay Us for the Heat Supply at a price We will tell you. That price will take account of any extra costs arising as a result of You taking the Heat Supply at Your Property without a contract being in place.
- 24.5 **PLEASE BE AWARE** that where:
  - 24.5.1 You terminate this Contract pursuant to paragraph 23.2 or for any other reason; **OR**
  - 24.5.2 We terminate this Contract pursuant to paragraphs 23.5.1-23.5.5 (Termination by Us for Your Fault),

You will be required to pay to Us Our reasonable costs of removing the Heat Supply Assets from Your Property (**PLEASE NOTE THESE COSTS MAY BE MORE WHERE**

## **YOU HAVE NOT NOTIFIED US SUFFICIENTLY IN ADVANCE THAT YOU ARE LEAVING THE PROPERTY).**

- 24.6 However no costs for removal of Heat Supply Assets will be payable by You to Us where:
  - 24.6.1 the reason for which you are terminating the Contract is because of Our material non-provision of Heat Supply in accordance with this Contract; **OR**
  - 24.6.2 termination has arisen following the sale or disposal of the freehold interest in Your Property or the sale or disposal of a Long-Term Leasehold Interest in Your Property and We have agreed with You to leave the Heat Supply Assets so that the New Owner can enter into a new heat supply agreement with Us in accordance with paragraph 21.2.

## 25 Our Liability

- 25.1 Nothing in this Contract:
  - 25.1.1 excludes or limits Our or Your liability for fraud or fraudulent statements; **OR**
  - 25.1.2 excludes or limits Our liability for death or personal injury resulting from Our negligence (or the negligence of Our employees, officers or agents); **OR**
  - 25.1.3 excludes or limits Your liability for death or personal injury resulting from Your negligence; **OR**
  - 25.1.4 affects Your legal rights as a consumer.
- 25.2 We will not be liable to You in any way in relation to this Contract for losses which at the start of this Contract, We could not reasonably and honestly have foreseen arising. For clarity, loss or damage may be foreseen if it is either obvious that it will happen or both We and You knew it might happen. For example, if You discussed it with Us.
- 25.3 We are not liable for any business losses You may incur. We only supply the Heat Supply for Your domestic and private use. We will have no liability to You for any consequential losses including loss of profit, loss of goodwill, loss of anticipated savings, loss of business, business interruption, or loss of business opportunity.
- 25.4 Subject always to Our rights set out in paragraph 5.7, 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 Performance Failures which result from) any Event Outside of Our Control, 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.

- 25.5 We will make good any damage to Your Property caused by Us in carrying out Our obligations under this Contract. However, We are not responsible for the cost of repairing any pre-existing faults or damage to Your Property that We discover in the process of carrying out any of Our obligations under this Contract.
- 25.6 Our liability to You (including for negligence and breach of statutory duty) is limited to £10,000 (or in the case of damage to Your Property **£1,000,000**) for each event that We are responsible for, or **£10,000** (or in the case of damage to Your Property **£1,000,000**) in total for any connected series of events for which We are responsible. This limit will increase each calendar year in line with the annual increase in the Consumer Prices Index (as published by the Office of National Statistics). This limit also applies to Our Connection Works.
- 25.7 Where We terminate this Contract for any reason or You terminate this Contract nothing shall make Us liable to You for any loss of savings You may incur.
- 25.8 This paragraph 25 does not affect Our obligations to provide the Performance Objectives set out in paragraph 9.6, or Your rights to receive Performance Payments for a Performance Failure prior to any termination of this Contract.

## 26 Privacy and Protecting Your Data

- 26.1 We will only use Your personal information to manage Your account with Us. We will process Your personal information in accordance with Our Privacy Policy. We will need to share your information with our partner and their appointed contractors as they will be undertaking the installations and maintenance of Our System and Your Heating System. The information we have collected will only be used to manage your account and ensure that you receive the services required. Neither CCC nor our partners will use your information for any other purposes without your consent. You can find out more about how the Council handles personal data and your rights at <https://www.cambridgeshire.gov.uk/council/data-protection-and-foi/information-and-data-sharing/privacy-statement/privacy-notice>.

## 27 Transferring Rights and Obligations

- 27.1 In the event of a local government restructure, change of ownership or another event required as part of Our general course of business, We may transfer any of Our rights or obligations under this Contract. We will only do this once We have given You thirty (30) days' written notice – this would allow You to leave the Scheme. If We provide this notice, We can transfer any or all of Our rights and responsibilities under the Contract (including the right to receive any payments due to Us) to another person without Your permission, as long as they have the ability to deliver the Heat Supply to You and assume obligations to You in line with those that We owe to You. We will tell You in writing if this happens. Where We plan any change of ownership or transfer, We will consult with customers and the Community Land Trust to set out clearly what is intended.
- 27.2 You may not transfer Your rights or obligations under this Contract without obtaining Our permission in writing.
- 27.3 We may subcontract Our obligations under this Contract but where We do so, We will remain liable to You for any breach of Our subcontractors.

## 28 Miscellaneous

- 28.1 This Contract includes everything agreed between You and Us and replaces any previous contract, whether it is in writing or not. You and We have not relied on anything that is not included in this Contract.
- 28.2 Each of the terms and conditions included in this Contract is separate. This means that if a court or other authority finds that You or We cannot rely on a certain paragraph, the other paragraphs of this Contract will still apply.
- 28.3 Nobody else has any rights under this Contract except You and Us. This Contract is only between You and Us. No other person shall have any rights to enforce any of its terms. The Contracts (Rights of Third Parties) Act 1999 is excluded.
- 28.4 Even if We delay in enforcing this Contract, We can still enforce it later. This means that:
- 28.4.1 if We do not insist immediately that You do something You are required to do under this Contract, **OR**
- 28.4.2 if We delay in taking steps against You where You breach this Contract or breach any of its requirements,

that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date. For example, if You miss a payment and We do not chase You but We continue to provide the Heat Supply, We can still require You to make the payment at a later date, as long as We do so within twelve (12) months of the Charges being due.

- 28.5 If more than one (1) 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 (1) or all of the account holders, provided that We may not recover more than We are owed under this Contract.
- 28.6 Ending this Contract will not affect any paragraph which is intended to apply after the end of this Contract. In particular, paragraph 24 will survive any termination of this Contract.
- 28.7 We may (acting reasonably and fairly) change this Contract (including the Charges and Performance Objectives). For example, We may need to change it to comply with a new law or regulation that applies to Our services, or because the conditions under which We are allowed to provide a Heat Supply to Your Property have changed. We will put details of any change on Our website and We will give You at least thirty (30) days' written notice of the change. If any change gives Us more rights or is otherwise disadvantageous to You, we will provide you with 30 days' notice before the change comes into effect. **THIS WOULD ENABLE YOU TO LEAVE THE SCHEME IF YOU ARE NOT CONTENT AND TERMINATE THIS CONTRACT. THIS CLAUSE 28.7 IS SUBJECT TO CLAUSE 9.2 MEANING THAT THIS CLAUSE 28.7 CANNOT RESULT IN A CHANGE TO THE PERFORMANCE OBJECTIVES THAT ARE LESS BENEFICIAL TO YOU OR LESS DEMANDING ON US.**
- 28.8 Subject always to paragraph 28.11, if You consider that any change We make to this Contract is unreasonable, You may refer the issue to the Ombudsman for Energy, 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 for Energy 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.
- 28.9 We will ensure that this Contract will be updated and amended to reflect any best practice commonly found in the United Kingdom's heat industry sector and will be updated, subject to paragraph 28.7, to reflect any customer protection standards that are introduced during the life of this Contract.

28.10 Where You own Your Property (or any Long-Term Leasehold Interest in it) jointly You are required to enter into this Contract jointly. Where You have entered into this Contract jointly with another person then:

- 28.10.1 the word "You" in this Contract will be taken to mean both of you; **AND**
- 28.10.2 both of you will be jointly and severally liable for Your obligations under this Contract.

Being jointly and severally liable means:

- 28.10.3 each of the people listed on page 1 as "You" of this Contract shall be jointly responsible to Us for the performance of this Contract; **AND**
- 28.10.4 where any of the people listed on page 1 as "You" become bankrupt or are unable to pay whether in whole or in part any amounts due under this Contract We shall have the ability to collect these amounts (in full) from the other named party; **AND**
- 28.10.5 where any of the people listed on page 1 as "You" ceases to hold any interest in Your Property this will be deemed to be a transfer, disposal or sale of Your Property pursuant to paragraph 21 and You will be required to notify Us; **AND**
- 28.10.6 where any of the people listed on page 1 as "You" dies, the obligations under this Contract will be assumed by the surviving party.

28.11 This Contract and any disputes arising in connection to it are subject to the laws of England and Wales.

28.12 You can bring legal proceedings against Us and We can bring legal proceedings against You in respect of this Contract in the English courts. Neither We nor You can bring proceedings against one another in the courts of any other country.

## APPENDIX 1 CONNECTION TERMS AND CONDITIONS

### Connection Terms and Conditions

**THESE TERMS AND CONDITIONS GOVERN HOW WE WILL CARRY OUT WORKS TO YOUR PROPERTY TO ENABLE THE HEAT SUPPLY. THEY ALSO SET OUT ANY WORKS WE MAY REQUIRE YOU TO DO TO ENABLE OUR CONNECTION WORKS TO YOUR PROPERTY. YOU SHOULD READ THESE TERMS VERY CAREFULLY AS THEY AUTHORISE US TO CARRY OUT WORKS AT YOUR PROPERTY.**

#### 1 INTRODUCTION

- 1.1 These Connection Terms and Conditions set out how We will carry out Our Connection Works.
- 1.2 These Connection Terms and Conditions are part of the Contract. This means that general terms of the Contract, such as the limit of liability paragraph, apply to these Connection Terms and Conditions and all of the terms and conditions stated here.
- 1.3 These Connection Terms and Conditions relate to Your Property which is:

##### Your Details

Name:

Address:

#### 2 OUR CONNECTION WORKS

- 2.1 Our Connection Works comprise:

##### Our Connection Works

This is a summary that sets out the intended works to your property to connect to the Swaffham Prior Heat Network. A detailed technical report is available upon request. Images of the location of our system, your Heating System and the Heat Exchange Point are in Appendix 6. Works may or may not (at Your election) include removal of any oil-based boiler and fuel tank by the Council.

Our Connection Works include:

- Existing boiler to be isolated, disconnected and safely secured within the property boundary
- Isolating and making safe your fuel store
- Stripping out and remove redundant controls equipment
- Ensuring the Heat Interface Unit is fully functional
- Connection of the heating programmer & controls to the system and testing to ensure they are working
- Making good any areas of your property affected by our works to the same condition as at commencement
- Providing an End-user Instruction Manual
- Providing end user instruction delivered by the engineers

Our Connection Works do not include:

- Removal of obstructions to working areas
- Removal of flue stacks internally above a height of 2.4m from finished floor level
- Diversion of existing utilities connections
- Repair or remedy of any pre-existing faults or issues with the Property, including heating, hot water and electrical systems
- Working outside of normal working hours (as above)
- Provision of consultancy for works outside the Contractor's scope (to be managed under separate appointment)
- Provision of temporary heating and hot water services during installation
- Replacement of upstream heating, hot water or electrical infrastructure
- Installation of cabinets / cupboards to hide Heat Interface Unit
- Redecoration other than making good

We will carry out Our Connection Works in accordance with the following additional requirements/points agreed with You:

- Engineer to visit your property 2-7 day prior to the Heat Interface Unit installation to ensure internal works are compatible

- It may be necessary to remove extraneous and redundant system components as part of the installation, such as vents and expansion tanks
- Removal of existing boiler and tank for disposal by CCC.
-

### **3 CONSENTS FOR OUR CONNECTION WORKS**

- 3.1 Other than where We say You are responsible, We will be responsible for obtaining all consents and permissions for Our Connection Works – including:
- 3.1.1 All planning permission.
  - 3.1.2 All building regulations approvals.
  - 3.1.3 All party wall consents.
- 3.2 We may from time to time request information about Your Property to allow Us to obtain the above consents and permissions. In such circumstances You will be required to provide that information to Us as soon as reasonably possible.
- 3.3 You will be responsible for obtaining the following consents and permissions for Our Connection Works:
- 3.3.1 All landlord consents or consent required from any other third party for Our Connection Works.
  - 3.3.2 Any consent required from Your mortgage provider.
  - 3.3.3 Any consent or notification required under Your buildings insurance (or that placed by the landlord) – this may include an increase in premium in respect of the works.
  - 3.3.4 Any listed building consent required (although We will assist You with this).

**PLEASE BE AWARE THAT** these are for You to obtain. If there are specific requirements with which We must comply, You are required to let Us know.

### **4 THINGS YOU ARE CONFIRMING TO US**

- 4.1 By entering into this Contract, You are confirming to Us that:
- 4.1.1 You have obtained all those consents You are required to obtain for Our Connection Works (being those listed in condition 3.3 of these terms and conditions).
  - 4.1.2 You are permitted to enter into this Contract and You do not know of any reason why We cannot carry out Our Connection Works in the manner proposed.

### **5 YOUR PROPERTY**

- 5.1 You are responsible for the security of Your Property.

- 5.2 You confirm that Your Property is

### **6 COMMENCING OUR CONNECTION WORKS AND PROGRAMME**

- 6.1 We will agree a date with You for Us to carry out Our Connection Works. At that time We will also agree with You the programme for completing Our Connection Works including agreeing a target completion date for Our Connection Works (“**Completion Date**”).
- 6.2 By way of a non-binding indication, We would expect Our Connection Works to take approximately 1 week but in more challenging homes it could be up to 3 weeks from the date on which We start them.
- 6.3 If we are late in completing Our Connection Works and this means that the Supply Start Date is delayed beyond the date set out in paragraph 3.2 of the Contract then We will provide You with compensation where required by paragraph 3.6 of the Contract, where applicable.

### **7 WHO WILL CARRY OUT OUR CONNECTION WORKS**

- 7.1 We will ask a contractor appointed by the Council and the Council’s wholly owned subsidiary company (Swaffham Prior Community Heat Network Limited) to carry out Our Connection Works. We will notify You who will be carrying out these works.
- 7.2 We will be responsible to You for the works of Our contractor and for Our Connection Works.
- 7.3 We will make sure that Our contractor complies with the CDM Regulations and will provide you with relevant information about their role as Principal Contractor and Principal Designer.

### **8 CARRYING OUT OUR CONNECTION WORKS**

- 8.1 We will (and will ensure the contractor acting on Our behalf will) carry out Our Connection Works:
- 8.1.1 with reasonable skill and care; **AND**
  - 8.1.2 using materials which are of satisfactory quality and suitable for their intended purpose.
- 8.2 In carrying out Our Connection Works We will (and will ensure the contractor acting on Our behalf will):

- 8.2.1 store away Our tools and equipment at the end of each working day; **AND**
- 8.2.2 regularly dispose of any rubbish; **AND**
- 8.2.3 be responsible for any damage We may cause to Your Property or to neighbouring properties; **AND**
- 8.2.4 leave Your Property in a clean and tidy condition after finishing the work; **AND**
- 8.2.5 endeavour to conduct Our Connection Works during normal working hours, these being 9am-5pm Monday to Friday each week (other than Bank Holidays); **AND**
- 8.2.6 take practical action to:
  - (a) minimise health and safety risks to You and other people living in or visiting Your Property; **AND**
  - (b) minimise environmental disturbance, nuisance or pollution from Our Connection Works.

**9 WHAT YOU MUST DO TO HELP US WITH OUR CONNECTION WORKS**

- 9.1 There are a number of things that You must do to help Us with Our Connection Works.
- 9.2 You must:
  - 9.2.1 give Us (and the contractors acting on Our behalf) access to Your Property during the agreed working hours throughout the working period; **AND**
  - 9.2.2 keep the working areas at Your Property sufficiently clear of obstructions to allow Us (and the contractors acting on Our behalf) to carry out Our Connection Works; **AND**
  - 9.2.3 allow Us (and the contractors acting on Our behalf) to carry out Our Connection Works at the times requested; **AND**
  - 9.2.4 take notice of all warnings We (or the contractor acting on Our behalf) gives about any health and safety or environmental risks; **AND**
  - 9.2.5 not knowingly allow any person on Your Property to take risks or be exposed to dangers of Our Connection Works.

**10 OWNERSHIP**

- 10.1 We will own Our Connection Works at all times. Our Connection Works form part of Our System under the Heat Supply Agreement.

**11 ACCESS TO YOUR PROPERTY TO CARRY OUT OUR CONNECTION WORKS**

- 11.1 You agree that We, as well as Our contractors will be granted access rights at all reasonable times to Your Property for the construction, installation and fitting of Our Connection Works.
- 11.2 Anyone visiting Your Property 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.
- 11.3 Should You not give Us (or any of Our contractors acting on Our behalf) access to Your Property to carry out Our Connection Works at the times required in this Contract We may terminate this Contract in accordance with paragraph 23.

**12 LICENCE/PERMISSION FOR OUR CONNECTION WORKS TO BE AT YOUR PROPERTY**

- 12.1 You grant Us and the contractors acting on Our behalf a right to install and keep installed Our Connection Works on Your Property in accordance with this Contract.

**13 PROVIDING INFORMATION**

- 13.1 You must provide Us with information that We request in relation to Your Property. We will only ask for information that We need in relation to this Contract.
- 13.2 We will produce on Your reasonable request evidence of Our health and safety file, insurance documents and any other consents or authorisations obtained to carry out Our Connection Works.

**14 CONNECTION CHARGE**

- 14.1 When Our Connection Works are finished, We will invoice You for the Connection Charge.
- 14.2 The amount of the Connection Charge will be the amount set out in paragraph 2.5 of the Contract.
- 14.3 You must pay the Connection Charge as part of Your first Bill in accordance with this Contract.

## **15 ENVIRONMENTAL HARM**

- 15.1 You agree that We are not responsible for any environmental damage, breaches or losses caused by or attributable to Your previous heat supply equipment and will not be responsible for remediating this damage or removing any hazardous substances at Your Property that are not Our fault (this includes an oil spilled or environmental damage caused by an oil tank at Your Property).
- 15.2 We will be responsible for any environmental damage caused by Our Connection Works.

## **16 DEFECTS**

- 16.1 If, during construction, You think that there is an issue or fault with Our Connection Works, please tell Us as soon as possible by phoning 0345 853 2020.
- 16.2 If You report a problem with Our Connection Works during construction, We will make a record of Your call, provide practical advice to put the matter right where possible, and if necessary, instruct a contractor (acting on Our behalf) to attend Your Property and assess the issue.
- 16.3 After Our Connection Works have been completed any issues with Our Connection Works should be dealt with as an issue with Our Heat Supply Assets in accordance with paragraph 5 of the Contract.



**APPENDIX 2 PAYMENT PROVISIONS**

**1. Heat Supply Charges**

1.1 Our Charges for the Heat Supply are made up of those items set out in paragraph 12.2.2, which shall include:

- **Your Connection Charge:** for the upfront costs required to connect You to the Scheme. The amount of this Connection Charge is set out in paragraph 2.5.
- **Your Standing Charge:** for making the Heat Supply available to Your Property, (regardless of whether You use it). The Standing Charge covers the build and running costs of Our System as well as the repair and maintenance of Our System (including the energy centre, the replacement of pipework and metering and data processing services). This will be charged as an amount per day (on a backward-looking basis).
- **Your Variable Charge:** for the Heat Supply that You actually use. The cost of each unit of Heat Supply You use will be measured in pence per kilowatt hour. It will reflect the incremental costs to Us of providing Heat Supply. This will be charged as an amount per kilowatt hour (based on usage in arrears).

1.2 Your Standing Charge rate and Your Variable Charge rate on the Contract Start Date are as follows:

Rate	Before VAT	Prices including VAT on day one
<b>Standing Charge</b>	pence / day	pence / day
<b>Variable Charge</b>	pence per unit (kilowatt hour)	pence per unit (kilowatt hour)

**2. Annual Review of the Standing Charge and Variable Charge**

2.1 From and including the Contract Start Date, We will review the rates for Your Standing Charge and Your Variable Charge each Contract Year and will adjust them in line with this Appendix 2 from and including the beginning of each and every Contract Year. The rates for Your Standing Charge and Your Variable Charge (as revised) will then apply from and including the commencement of the Contract Year for the remainder of that Contract Year.

2.2 If We intend to adjust Our Charges, We will tell You at least thirty (31) days beforehand, unless We agree otherwise with You.

2.3 Your Standing Charge rate and Your Variable Charge rate will be adjusted each Contract Year in line with the Standing Index or the Variable Index (as applicable). By adjusting these Charges, We are able to take into account the relevant increase or decrease of heat production costs.

2.4 The effect of each review for a Contract Year is that in anticipation of the commencement of each Contract Year, We will adjust Our Charges by the amount of increase/decrease in the Standing Index or Variable Index as follows:

Charge	Applicable Indexation Formula
<b>Standing Charge Rate Indexation Formula</b>	$A \div B \times C$ Where: A = the average outturn of the Standing Index for the year to the most recent (i.e. immediately previous) October; B = the average outturn of the Standing Index for the year to the most recent but one (i.e. the immediately previous but one) October; AND C = the applicable Standing Charge (i.e. the day rate) inclusive of all prior indexation in the then current Contract Year.

Charge	Applicable Indexation Formula																		
<b>Variable Charge Rate Indexation Formula</b>	<p><b><math>((A \div B \times C) \times D) + ((F \div G \times C) \times E)</math></b></p> <p>Where:</p> <p>A = the average outturn of the Variable Index for the year to the most recent (i.e. immediately previous) October;</p> <p>B = the average outturn of the Variable Index for the year to the most recent but one (i.e. the immediately previous but one) October; AND</p> <p>C = the applicable Variable Charge (i.e. the pence per kilowatt hour rate) inclusive of all prior indexation in the then current Contract Year;</p> <p>D = has the following meaning:</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1 January 2021- 31 December 2021</td> <td>1</td> </tr> <tr> <td>1 January 2022- 31 December 2022</td> <td>1</td> </tr> <tr> <td>1 January 2023- 31 December 2023</td> <td>1</td> </tr> <tr> <td>1 January 2024- 31 December 2024</td> <td>1</td> </tr> <tr> <td>1 January 2025- 31 December 2025</td> <td>1</td> </tr> <tr> <td>1 January 2026- 31 December 2026</td> <td>0.8</td> </tr> <tr> <td>1 January 2027- 31 December 2027</td> <td>0.6</td> </tr> <tr> <td>1 January 2028- 31 December 2028</td> <td>0.4</td> </tr> </tbody> </table>	Year	Amount	1 January 2021- 31 December 2021	1	1 January 2022- 31 December 2022	1	1 January 2023- 31 December 2023	1	1 January 2024- 31 December 2024	1	1 January 2025- 31 December 2025	1	1 January 2026- 31 December 2026	0.8	1 January 2027- 31 December 2027	0.6	1 January 2028- 31 December 2028	0.4
Year	Amount																		
1 January 2021- 31 December 2021	1																		
1 January 2022- 31 December 2022	1																		
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1 January 2027- 31 December 2027	0.6																		
1 January 2028- 31 December 2028	0.4																		

Charge	Applicable Indexation Formula	
	1 January 2029- 31 December 2029	0.2
	1 January 2030- 31 December 2030 and onwards	0
	E = has the following meaning:	
	<b>Year</b>	<b>Amount</b>
	1 January 2021- 31 December 2021	0
	1 January 2022- 31 December 2022	0
	1 January 2023- 31 December 2023	0
	1 January 2024- 31 December 2024	0
	1 January 2025- 31 December 2025	0
	1 January 2026- 31 December 2026	0.2
	1 January 2027- 31 December 2027	0.4
	1 January 2028- 31 December 2028	0.6
	1 January 2029- 31 December 2029	0.8
	1 January 2030- 31 December 2030 and onwards	1

Charge	Applicable Indexation Formula
	<p>F = the average outturn of the Secondary Variable Index for the year to the most recent (i.e. immediately previous) October; and</p> <p>G = the average outturn of the Secondary Variable Index for the year to the most recent but one (i.e. the immediately previous but one).</p>

2.5 If You are entitled to a refund of any Charges, We will refund You within ten (10) working days. We will make the refund in a way We agree with You. If You receive a refund You are not entitled to, You must pay it back when We ask You to.

2.6 Notwithstanding any of this Appendix 2 We always reserve the right (at Our absolute discretion) to reduce Your Standing Charge and Your Variable Charge below the levels determined by this Appendix 2. Whether or not We do this is entirely at Our discretion but We may do so where We consider Charges are not fair for any reason.

2.7 Prices in each Contract Year will be adjusted for VAT. However, We will ensure there is no double counting for VAT when applying any indexation.

**3. Abortive Call-Out Charge**

The **Abortive Call-Out Charge** is **£80**. We will adjust this charge annually in line with the Index (as below).

**4. Debt Processing Charge**

The **Debt Processing Charge** is **£75**. We will adjust this charge annually in line with the Index (as below).

**5. Reconnection Charge**

The **Reconnection Charge** is **£160**. We will adjust this charge annually in line with the Index (as below).

**6. Other Charges**

We will charge You Our reasonable costs of any associated repair or replacement if You damage Your Meter, Our System or Heat Interface Unit. If We carry out any work You are responsible for under this Contract, We may charge You Our reasonable costs.

Where any Charge or sum other than the Standing Charge or the Variable Charge is stated to be indexed annually then the following formula will be applied to it from and including each 1 January:

**A ÷ B x C**

Where:

A = the average outturn of the Index for the year to the most recent (i.e. immediately previous) October;

B = the average outturn of the Index for the year to the most recent but one (i.e. the immediately previous but one) October; AND

C = the applicable Charge/sum inclusive of prior indexation in the then current Contract Year.



## APPENDIX 4 GLOSSARY OF TERMS WE WILL USE IN THIS CONTRACT

**Abortive Call-Out Charge** is Our charge for abortive visits under Appendix 2.

**Account Number** means the account number We will assign to You in writing after this Contract has come into effect. It will help Us if You can tell Us Your Account Number whenever You contact Us.

**Appendix** means an Appendix to these terms and conditions.

**Bill** means a bill issued in accordance with paragraph 12 of this Contract.

**Charges** means all reasonable charges that You will pay Us for the Heat Supply, including but not limited to Your Standard Charge, Your Variable Charge, Your Connection Charge and those other charges described in Appendix 2.

**Complaint** means:

- (a) any expression of dissatisfaction made to Us related to the Heat Supply and any other activities carried out by Us or the manner in which they have been undertaken; and/or
- (b) any expression of dissatisfaction as to how any Complaint has been handled or dealt with,

and 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.

**Customer Service Team** means Our team contactable at:

- Postal address - Climate Change and Energy Services Team, SAC1302 Sackville House, Sackville Way, Cambourne, CB23 6HL
- Online - [www.cambridgeshire.gov.uk/council/contact-us](http://www.cambridgeshire.gov.uk/council/contact-us)
- Telephone - 0345 045 5210

**Contract** means the legal contract between You and Us, made up of these terms and conditions and any Appendices.

**Contract Year** means each year beginning at 1 January.

**Contract Start Date** means the date on which this Contract begins. This is not the date on which the Heat Supply starts. This date is described in detail in paragraph 1.1 of this Contract.

**Customer in a Vulnerable Situation** means any customer who identifies themselves, or a permanent resident of the customer's Property, as being at the time of identification significantly less able than a typical customer to protect or represent his or her interests in the energy market and/or significantly more likely than a typical customer of energy to suffer detriment, or that detriment is likely to be more substantial. This could be someone who is:

- chronically ill;
- mentally or physically disabled or having a hearing or visual impairment;
- of pensionable age;
- suffering severe financial insecurity and/or bereavement.

**Debt Processing Charge** is the charge You have to pay to Us to cover Our costs of recovering overdue payments from You as set out in Appendix 2.

**Emergency** means an incident caused by or affecting the Scheme which is causing or likely to cause a serious risk of personal injury or serious damage to property and/or loss of heating and hot water to multiple residences.

**Event Outside of Our Control** means any of the following events:

- flood;
- drought;
- earthquake or other natural disaster;
- terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war or armed conflict;
- imposition of sanctions or embargo;
- subsidence;
- any act of God;
- fire;
- explosion;
- nuclear, chemical or biological contamination or sonic boom;
- any labour or trade dispute, strikes, industrial action or lockouts (but not those involving Our employees or anyone acting on Our behalf unless the action is nationwide or industry-wide);
- interruption or failure of utility service (including any gas, electricity, water or telecommunications utilities that We need to operate Our System);
- collapse of buildings, fire, explosion or accident;
- a change in law or regulation (including a revocation of any consent required in respect of the Heat Supply); **AND**

- circumstances which would cause Us to break the law, provided in each case that the relevant event was not caused by Us or a person acting on Our behalf and that We are trying Our best to mitigate the effect of the relevant event.

**Heat Exchange Point** means the point where the Heat Interface Unit (HIU) connects to the customers home heating system.

**Heat Supply** means the supply of hot water produced by Our System for the purposes of providing heating and hot water to Your Heating System.

**Heat Supply Assets** means those parts of Our System that We have placed in Your Property (including the Heat Interface Unit and Your Meter).

**Heat Trust** means the Heat Trust customer protection scheme for the district heating sector or a widely recognised replacement or successor to this scheme.

**Index** means the All Items Consumer Prices Index as published by the Office for National Statistics from time to time and reproduced quarterly by the Department for Business, Energy and Industrial Strategy in Table 2.1.3. (or, where the Consumer Prices Index, is no longer in existence such equivalent index as We determine (acting reasonably and taking all reasonable care and skill to ensure that the alternative index is a published and reputable national index that is as broadly equivalent to the Consumer Prices Index published by the Office of National Statistics from time to time as possible)).

**Interruption (or “Interrupted”)** means Heat Supply was not made available to Your Heating System at a time during the Supply Period at the appropriate minimum temperature. That minimum will be 72 degrees Celsius for external air temperatures of 0 degrees Celsius and below and 62 degrees Celsius for external air temperatures of 20 degrees Celsius and above. The minimum temperature will follow a broadly linear relationship with external air temperatures between 0 and 20 degrees Celsius. The very large volume of water in our Heat Supply means that it can take up to 4 hours to respond to changes in the external air temperature and establish a new equilibrium. The network shall operate with the following operational parameters:

		Winter		Summer*	
		Max	Min	Max	Min
Network Flow Temperature	°C	75	72	75	65
Network Return Temperature	°C	55	53	55	45

*\*the flow temperature may be reduced during milder weather in the summer months to maintain domestic hot water services only.*

Note: Temperatures reached in individual homes will depend on Your Heating System. An Interruption will not include any disconnection of the Heat Supply in accordance with paragraph 16.

**Long-Term Leasehold Interest** means a leasehold interest with a remaining duration of 25 or more years.

**Material Breach** means a serious or significant breach of this Contract including but not limited to unlawful stealing of Heat Supply, breach of paragraph 7, damage to the Heat Supply Assets or any breach of this Contract that presents a risk of damage to property, health or life.

**New Owner** means:

- any person(s) to whom the freehold interest in Your Property is transferred; **OR**
- the holder(s) of a Long-Term Leasehold Interest in Your Property where that interest is issued after the date of this Contract.

**Our Connection Works** means those works defined in Appendix 1.

**Our System** means the district heating network, equipment, plant and machinery which We own and use to provide the Heat Supply up to the Heat Exchange Point. Our System includes the Heat Supply Assets and Our Connection Works.

**Payment Period** means each Quarter.

**Performance Objectives** are those commitments made in the table in paragraph 9.6 of the Contract.

**Planned Interruption** means any Interruption, discontinuance or reduction in the Heat Supply which We have given You at least 48 hours’ written notice of.

**Privacy Policy** means Our privacy policy which can be found at the website cited in Clause 26 or requested from any of Our listed contact points. Our privacy policy sets out:

- 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 Property;
- how We might share the information We hold;

- how long We will keep the information for;
  - 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.

**Performance Payment** means the payment set out in the Table in paragraph 9.6 of this Contract.

**Priority Services Register** means the register of details for customers who have special needs or a disability that means they need extra support or are vulnerable. We provide a range of extra services to customers on this register to meet their needs.

**Quarter** means a period of three consecutive months starting on one of 1 January, 1 April, 1 July or 1 October.

**Reconnection Charge** means Our charge for reconnections under Appendix 2.

**Secondary Variable Index** means the sub-outturn of the Index related to “Electricity” from time to time (or, where the “Electricity” sub-outturn, is no longer in existence such equivalent sub-outturn as We determine (acting reasonably and taking all reasonable care and skill to ensure that the alternative sub-outturn is a published and reputable sub-outturn of the Index related to electricity prices)).

**Standing Index** means the Index.

**Summer Period** means the period starting 1<sup>st</sup> June and ending on 30<sup>th</sup> September each year.

**Supply Start Date** means the confirmed Supply Start Date as defined in paragraph 3.5 of this Contract.

**Supply Period** means the period from and including the Supply Start Date to and including the date on which this Contract is terminated in accordance with its terms.

**Unplanned Interruption** means any Interruption which is not a Planned Interruption.

**Variable Index** means the All Items Consumer Prices Index as published by the Office for National Statistics from time to time and reproduced monthly by the Department for Energy Security & Net Zero in Table 2.1.3a as it relates to dataset KJ5U only (or, where

the Consumer Prices Index, is no longer in existence such equivalent index as We determine (acting reasonably and taking all reasonable care and skill to ensure that the alternative index is a published and reputable national index that is as broadly equivalent to the Consumer Prices Index published by the Office of National Statistics from time to time as possible)).

**VAT** means value added tax at its applicable rate from time to time.

**Winter Period** means the period starting on 1<sup>st</sup> October and ending on 31<sup>st</sup> May each year.

**Your Connection Charge** is an amount calculated in accordance with Appendix 2 of this Contract which We will charge You for connecting the Heat Supply to Your Property.

**Your Heating System** means the heating system inside Your Property including all pipes, radiators, hot water cylinders and other apparatus up to the Heat Exchange Point. Your Heating System does not include the equipment and assets installed as part of Our Connection Works (including Your Meter and heat interface unit), which shall be part of Our System. Your Heating System will be Your responsibility under this Contract. The interaction between Your Heating System and Our System is shown in Appendix 6.

**Your Meter** means the heat Meter used to measure the amount of Heat Supply used by Your Heating System. We are responsible for the operation, repair and replacement of Your Meter. We own Your Meter.

**Your Standing Charge** is an amount calculated in accordance with Appendix 2 of this Contract and will form part of the charge You will pay to Us for the Heat Supply. Your Standing Charge will cover some of Our costs of maintaining and repairing the Scheme and making a Heat Supply available for You to use.

**Your Variable Charge** is an amount calculated in accordance with Appendix 2 of this Contract and will form of the charge You will pay to Us for the Heat Supply. Your Variable Charge will cover each unit of Heat Supply You have used. (A unit is equal to one kilowatt hour of energy).

**APPENDIX 5 CANCELLATION FORM**

(Complete and return this form only if You wish to withdraw from the Contract)

To **Cambridgeshire County Council**

I/We hereby give notice that I/We cancel my/Our contract for the supply of heat,

Ordered on [            ],

Name of Customer(s),

Address of Customer(s),

Signature of Customer(s) (only if this form is notified on paper),

Date



**APPENDIX 6 IMAGES – OUR SYSTEM, YOUR HEATING SYSTEM AND THE HEAT EXCHANGE POINT**

Approximate location of the connection point on the primary heat network to your property.

Location of pipe through your property and to the point of entrance to your home

Location of Heat Interface Unit

## **APPENDIX 7 EVENTS THAT ARE YOUR FAULT AND YOUR RESPONSIBILITY**

In this Contract We make it clear that We are not responsible for events that are Your fault. We also make it clear that You are responsible for Your Heating System (and not Us). We cannot set out an exhaustive list of events that are Your fault and Your responsibility but the list below sets out examples of events that are Your fault and Your responsibility:

- Any loss of value to /marketability of Your Property as a result of Us installing Our Connection Works or carrying out Our obligations in accordance with this Contract.
- You are responsible for compliance with Your obligations under this Contract.
- Any loss or damage caused as a result of Your delay in contacting Us will be Your responsibility.
- Damage caused by You (or any person for whom You are responsible – including any contractor You appoint, any guest or other person in Your Property who is not Us or someone working on Our behalf).
- Any defect or deficiency or damage to or fault or repair or replacement of any part of Your Heating System or any failure to properly operate or maintain Your Heating System that has not been caused by Us or someone working on Our behalf.
- Any loss or damage to property caused as a result of Your Heating System breaking or failing, including any cleaning needed, or any damage to Your Property belongings, fixtures or furniture, unless the loss or damage is caused by Us or someone working on Our behalf.
- Any damage or loss that arises because We are unable to gain access to the relevant part of Your Property or the Heat Supply Assets where such access has been obstructed by You or anyone else.
- Replacement of any appliances, bathroom fixtures, showers and sanitaryware unless the loss or damage is caused or contributed to by Us or any person working on Our behalf.
- Upgrades that Your landlord may want to have carried out to improve or that You may want to have carried out to improve Your Property or any Heat Supply Assets.
- Any action taken in respect of replacing or repairing parts which do not affect how the Heat Supply Assets or Your Heating System works or performs (for example, any decorative parts).
- Resetting the Heat Interface Unit controls such as thermostats or programmers following changes due to Winter Periods or Summer Periods.
- Replacing any batteries in any controls that operate Your Heating System.
- Removing sludge or limescale from Your Heating System or any appliance, or repairing damage caused to the Heat Supply Assets or Your Heating System caused by sludge or limescale within Your Heating System, unless the sludge or limescale is Our fault.
- The water treatment of any water circuits in Your Heating System except where We have drained Your Heating System in order to comply with Our obligations under this Contract.
- Anyone (other than Us or persons working on Our behalf) interfering with any part of the Heat Supply Assets (please note You are responsible for the security of the Heat Supply Assets on Your Property).