



# Residential Supply Agreement.



Please complete **pages 3 & 4** of this contract and return to us so that we can set up your account.

1. Definitions
2. Providing Heat Supply to You
3. Standards of Service
4. Metering
5. Payment and Charges
6. Disconnecting Your Supply
7. Reconnecting Your Supply
8. Meters and Heat Interface Units (HIUs)
9. Access
10. Ending the Contract
11. Consequences of Ending the Contract
12. Events Beyond Our Control
13. Limitation of Liability
14. Complaints
15. Use of Personal Information
16. Letting Your Home
17. General

**Schedule 1 –**  
Our Charges

**Schedule 2 –**  
Service Standards and  
Service Failures

**Schedule 3 –**  
HIU Exclusions

# Residential Supply Agreement.

## Property Details.

Address

Postcode

No. of bedrooms

The date on which you will occupy the property:

DD/MM/YYYY

Or date on which the property will be occupied:

DD/MM/YYYY

£100 Heat Deposit paid (payment-in-arrears customers only)

## Customer Details.

Title First Name

Surname

Correspondence Address

(if different to property address)

Contact tel

Mobile

Email

## Landlord Details.

Title First Name

Surname

Correspondence Address

(if different to property address)

Contact tel

Mobile

Email

## Security Questions.

Please provide answers to two of the security questions below so we can identify you if you call us

Q. Mother's maiden name

A.

Q. Name of first pet

A.

Q. A memorable place

A.

Q. Your favourite colour

A.

Q. A memorable date

A.





## Instruction to your Bank / Building Society to pay by Direct Debit.

Please fill in the whole form using a ballpoint pen and send it to:

Loka, Estate Management Office,  
Greenwich Peninsula, London, SE10 0JF

Service User Number

2	9	7	2	3	8
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Name(s) of Account Holder(s)

.....

.....

.....

Bank / Building Society  
account number

□	□	□	□	□	□	□	□
---	---	---	---	---	---	---	---

Branch Sort Code

□	□	□	□	□	□
---	---	---	---	---	---

Name and full postal address of  
your Bank / Building Society:

**To the Manager**  
Bank / Building Society  
(Insert name of Bank / Building Society)

Address

.....

.....

Postcode

.....

Reference

□	□	□	□	□	□	□	□	□	□	□	□
□	□	□	□	□	□	□	□	□	□	□	□

Banks and Building Societies may not accept Direct  
Debit instructions for some types of account.

**FOR FASTPAY LTD RE LOKA ENERGY LIMITED  
OFFICIAL USE ONLY.**

**This is not part of the instruction  
to your Bank / Building Society.**

Dear Customer, please complete below  
for our records:

Name

.....

Address

.....

Postcode

.....

Contact tel

.....

Email

.....

**Instruction to your Bank or Building Society**

Please pay FastPay Ltd Re LOKA Energy Limited  
Direct Debits from the account detailed in  
this instruction subject to the safeguards  
assured by the Direct Debit Guarantee.

I understand that this instruction may  
remain with FastPay Ltd Re LOKA Energy  
Limited and, if so, details will be passed  
electronically to my Bank / Building Society.

Signatures(s)

.....

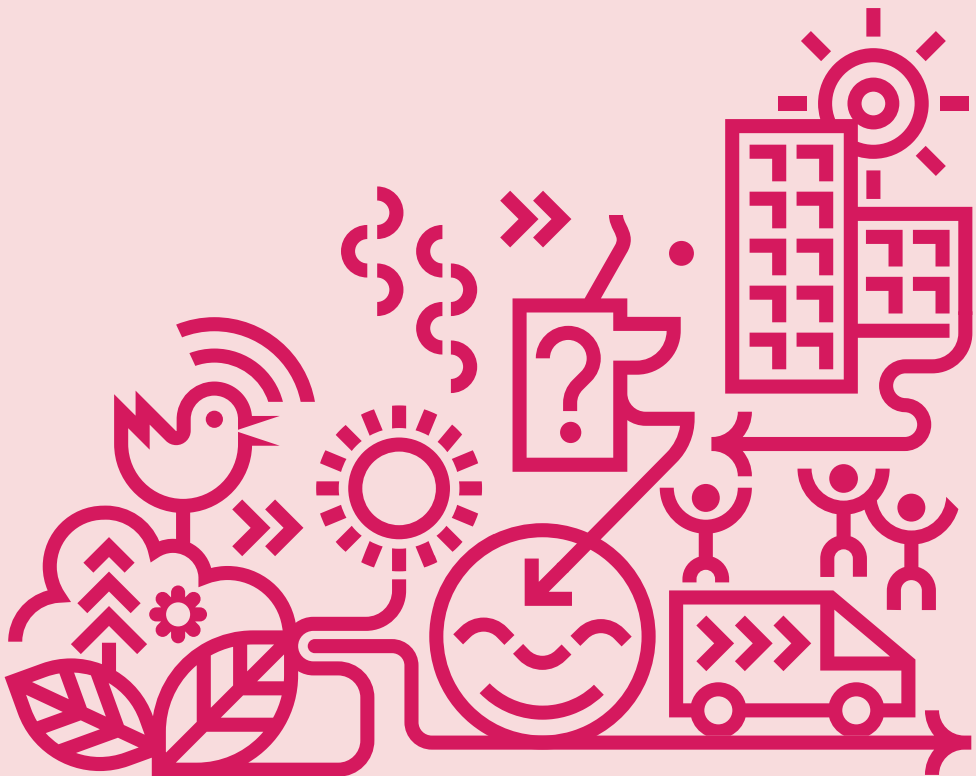
.....

Date

.....

**This is backed by the Direct Debit Guarantee. Details can be found on page 26 of this booklet.**







# 1. Definitions

## **Abortive Call-out Charge**

means the charge for the second and subsequent Abortive Visits as set out in **Schedule 1**;

## **Abortive Visit**

has the meaning set out in **Clause 9.3**;

## **Bill**

means the statement or invoice We will send You as set out in **Clause 5**;

## **Building Heating System**

means the space heating and hot water system inside the Building that provides the Heat Supply to Your Home's Heating System, but not including Your Home's Heating System;

## **Building Meter**

means the meter which measures the Heat Supply to the whole Building in which Your Home is located;

## **Charges**

means:

- a) the Fixed Charge and the Unit Charge;
- b) any Reconnection Charge;
- c) any Abortive Call-out Charge or Debt Processing Charge; and
- d) any other charges We are entitled to levy under this Contract;

## **Contract**

means these terms and conditions and any schedules referred to;

## **CPI**

means the Consumer Price Index issued by the Office for National Statistics;

## **Customer Meters**

means all of the meters (including the Meter) which measure the Heat Supply to each individual dwelling or commercial unit in the plot at the Development in which Your Home is located;

## **Debt Processing Charge**

means the charge to cover Our costs of processing and managing the collection of Your outstanding Charges as set out in **Schedule 1**;

## **ESCO**

means the entity that installed the System connection to Your Building Heating System and with which We have an agreement operate the System;

## **ESTMANCO**

means the Estate Management Company responsible for certain public access areas on the estate and to whom We owe obligations in respect of how We provide the Heat Supply to Your Home under the Governance Agreement;

## **Fixed Charge**

has the meaning given in **Schedule 1**;

## **Good Industry Practice**

means using the standards, practices, methods and procedures which comply with the Law and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected of a skilled and experienced person engaged in providing similar tasks under similar circumstances;

## **Governance Agreement**

means an agreement between Us and the Governing Parties, under which the Governing Parties have certain rights in respect of Service Failures and to ensure Our Charges remain fair;

## **Governance Parties**

means various parties, including ESTMANCO, the Royal Borough of Greenwich (RBG) and the Greater London Authority (GLA);

## **Heat Deposit**

means payment in advance of Us making a Heat Supply to Your Home (applicable only where indicated on the front page of this Contract);

## **Heat Supply**

means hot water produced by the System for the purposes of providing space heating and domestic hot water;

## **HIU**

means the Heat Interface Unit that transfers heat from the Building Heating System to Your Home's Heating System



### **Law**

means:

- a) any applicable statute or proclamation or any delegated or subordinate legislation;
- b) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;
- c) any applicable guidance, direction or determination with which We and/or the ESCO is bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to them; and
- d) any applicable judgement of a relevant court of law which is binding in England;

### **Meter**

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

### **Our Website**

means the website accessible at the web address specified in the Welcome Pack and also stated in each Bill We send to You;

### **Reconnection Charge**

means Our charge for recommencing the Heat Supply to Your Home as set out in **Schedule 1**;

### **Reminder Letter**

means a letter notifying You that Charges are overdue for payment by You to Us and "Reminder Letters" shall mean more than one such letter;

### **Service Failure**

means a failure by Us to meet a Service Standard as set out in **Schedule 2**;

### **Service Payments**

means any payments We are required to make to You in respect of a Service Failure as set out in **Schedule 2**;

### **Service Period**

means a continuous period of 12 months ending on 31 March. Where the Supply Start Date in the first calendar year during which You take the Heat Supply is after 31 March, the first Service Period shall be the period from the Supply Start Date to the next 31 March;

### **Service Standards**

means the standards of service We agree to provide in respect of the Heat Supply under this Contract. A copy of the Service Standards is set out in **Schedule 2**, and they are also available on Our Website;

### **Summer Period**

means the period starting 1 May and ending 30 September;

### **Supply Start Date**

the date on which You first take the Heat Supply to Your Home;

### **System**

means the district heating network, equipment, plant and machinery which We own and use to provide the Heat Supply. The System is Our responsibility;

### **Total Service Payment**

has the meaning given in **Schedule 2**;

### **Unit Charge**

has the meaning given in **Schedule 1**;

### **Welcome Pack**

means the documents provided to You relating to the System, the Heat Supply and this Contract. If You have not yet received the Welcome Pack please request one from Us;

### **Your Home**

means the property to be provided with the Heat Supply under this Contract as specified under "Property Details" in the table at the front of this Contract, being the flat or house occupied or owned by You at the Development; and

### **Your Home's Heating System**

means the heating system inside Your Home including all pipes, radiators, hot water cylinders and other apparatus (but not including the Meter or the HIU), which is Your or Your landlord's responsibility.

## 2. Providing heat supply to you

- 2.1 We shall provide the Heat Supply to Your Home's Heating System and You shall pay for the Heat Supply as set out in this Contract. This Contract shall start on the Supply Start Date and shall end if you cancel the Contract or if we end the Contract in the ways described in **Clause 10**.
- 2.2 We will make the Heat Supply to You at all times during this Contract, however there are a number of circumstances in which We may need to suspend the Heat Supply to Your Home or it may be otherwise interrupted. We will compensate You for suspensions of or interruptions to the Heat Supply to Your Home if it is our fault as set out in **Schedule 2**.
- 2.3 The Greenwich Peninsula development where your Home is located has been developed on the basis that We will be the only provider of hot water and space heating to each property within the Greenwich Peninsula development, including Your Home. Therefore, You agree that You will not obtain a supply of hot water or use an alternative method of space heating for Your Home, other than from Us. However, if there is a suspension or interruption of the Heat Supply to Your Home which is not Your fault (i.e. is not suspended under **Clause 10.4** of this Contract) You may obtain a supply of hot water and/or heat Your Home using alternative methods.
- 2.4 As far as is reasonably practicable, We will only schedule maintenance which could interrupt or adversely affect the Heat Supply to Your Home during the Summer Period. This does not apply in respect of any maintenance of any Meter or HIU located inside Your Home, which We will need access to in accordance with **Clause 8**.

## 3. Standards of service

- 3.1 We shall provide You with the Heat Supply to Your Home's Heating System in accordance with Our Service Standards.
- 3.2 If You are unhappy with the service We provide to You, You should follow Our complaints procedure set out in **Clause 14** and which is also included in the Welcome Pack and is available on Our Website.

## 4. Metering

- 4.1 Your Bill will show Your consumption of the Heat Supply which We will measure with Our automated meter reading system.
- 4.2 If We have not been able to read Your Meter at the time of billing due to a defect in Our automated meter reading system, because We have not been able to get access to the Meter, or We have reason to believe that the Meter is defective or not reading correctly, We may bill You and You must pay Us on the basis of Our reasonable estimate of Your consumption of the Heat Supply.
- 4.3 If You believe the Meter is defective or readings are inaccurate, You can ask Us to arrange a check to see if the Meter is reading correctly. You may also ask for a check by an independent meter examiner. We may also check or ask an independent meter examiner to check for us in accordance with **Clause 9**, if We believe that Your Meter is not reading correctly.
- 4.4 If the meter turns out to be reading correctly (to an accuracy of plus/minus five per cent) after You have asked Us to check its accuracy You will pay for any reasonable costs We have incurred in checking the Meter. You will not be required to pay any costs if We request a check of the Meter.

**4.5** If the Meter turns out not to be reading correctly (to an accuracy of plus/minus five per cent), We shall be responsible for the cost of the recalibration, repair or replacement of the Meter as appropriate. If it is Your fault that the Meter is not reading correctly (for example you did not give Us access to repair the Meter or you tampered with the Meter), you shall be responsible for the costs of recalibration, repair or replacement of the Meter.

## 5. Payment and charges

### 5.1 Your Bill

**5.1.1** We will email or send to you your bill (according to your preference ticked in this contract) at least every quarter, which will set out:

**How much you need to pay (further details are set out in Schedule 1):**

- a) the period to which the Bill relates;
- b) the amount of the Fixed Charge (this is charged in advance, meaning that You will pay each month for the following month's Fixed Charge amount);
- c) the amount of the Unit Charge, based on:
  - i) the amount of the Heat Supply consumed by Your Home's Heating System in the previous month, measured in kWh based on any readings of Your Meter (or Our reasonable estimate in accordance with **Clause 4.2**) including opening and closing meter readings; and
  - ii) the price per kWh payable for the Heat Supply consumed;
- d) any applicable value added tax;
- e) any amount We add to recover underpayments or overdue Charges in accordance with **Clause 6.3**;

- f) any reasonable and proper costs or charges arising from loss or damage We suffer that was caused by You and for which You are responsible under the terms of this Contract; and
- g) any other costs or charges made in accordance with the terms of this Contract,
- h) less any amounts We deduct for overpayments or Service Payments following a Service Failure.

#### Other details about Your Bill

- a) This bill will conform to industry practice.
- b) a summary of Your Heat Supply usage in kWh per month since the commencement of this Contract;
- c) an estimate of the total amount We are likely to charge You under this Contract over the twelve (12) months following the month to which the Bill relates, assuming Your rate of consumption is maintained, and a summary of Our total charges over the previous twelve (12) months;
- d) an offer to provide all the information We are required to provide with Your Bill under this Contract in large print; and
- e) Our contact details in the event that You wish to make a complaint or request further information, or for reporting emergencies or requesting energy efficiency advice, and the details of Our Website.

### 5.1.2 Estimated heat consumption

Where We have billed You based on an estimate of the Heat Supply consumed by Your Home's Heating System under **Clause 4.1** and subsequently take a Meter reading, We shall reconcile the Charges billed based on the estimate with Your actual consumption based on the Meter reading and apply a credit or debit to Your account which will be shown on Your next Bill.

### 5.1.3 Frequency of Your Bill

We may change the frequency of the Bills We issue to You at any time provided We give You three (3) months' notice of such change.

## 5.2 Your responsibility for making payments

5.2.1 You must pay us the amount set out in Your Bill, within fourteen (14) days from the date of Your Bill.

5.2.2 You will be responsible for payment of the Bill in respect of the Heat Supply to Your Home's Heating System until You cancel the Contract or We end the Contract in one of the ways referred to in **Clause 8** or We suspend the Contract in the way referred to in **Clause 16.1**. You will be responsible for payment if the Heat Supply to Your Home's Heating System is interrupted or unavailable for a period in circumstances expressly permitted under this Contract. You will also be responsible if You have not cancelled this Contract and:

- a) Your Home is vacant or is occupied by someone else;
- b) the Heat Supply to Your Home's Heating System is used by a third party at Your Home without Your knowledge or permission;
- c) You do not use the Heat Supply to Your Home's Heating System.

## 5.3 Ways to make payments

### 5.3.1 By Direct Debit or by Standing Order

We prefer You to pay by direct debit or by standing order.

If You pay your Bill by direct debit, the amount shown on Your Bill each month will be claimed directly from Your bank.

If You pay Your Bill by standing order, We will agree the initial level of Your monthly payments with You and You must instruct your bank to make the agreed monthly payments to Us. Once You have started making monthly payments we will

reconcile the amount You have paid with Your actual consumption based on the Meter reading every twelve (12) months and apply a credit or debit to Your account and/or vary the amount of Your monthly payment, as appropriate.

### 5.3.2 By Credit or debit card

If You want to pay Your Bill using a credit or debit card, we will charge You a processing fee, but Our processing fee will not be any more than We are charged by Our bank for processing the transaction by credit or debit card. We will advise you of the amount of the processing fee at the time You make payment to Us. We will not charge You for using any other payment method.

### 5.3.3 By pay as you go Meter

Your Meter is enabled so that You can make payments by way of pay as you go. If You wish to make payments by this method, please let Us know and we will provide you details of how you can top up your credit. We may also require that you make payments in pay as you go mode if you have failed to make payments by other means.

If you make payments using pay as you go mode, we will send you quarterly statements of Heat Supply usage, rather than monthly.

### 5.3.4 Other methods

Other methods, including payment by cash or cheque or by telephone or internet banking are available and are described on Our Website and will also be included with Your Bill.

## 5.4 Adjustment of Charges

5.4.1 We may adjust the Unit Charge and the Fixed Charge once per year. On each occasion that We intend to adjust Our Charges We must tell You thirty one (31) days in advance of any adjustment of Our Charges and confirm the basis on which such adjustment has been calculated.

- 5.4.2 Any adjustment We make to the Unit Charge or the Fixed Charge must be in accordance with **Schedule 1**. This allows Us to adjust the Unit Charge and the Fixed Charge to reflect changes in some of the costs affecting Us.
- 5.4.3 The Governing Parties have rights to ensure that our Our Charges remain fair.
- 5.5 **Failure to make payments**
- 5.5.1 If at any point the total amount of payments You have made is less than the Charges incurred to date:
- We may require that You pay the difference to Us within fourteen (14) days of the date of Your Bill; or
  - if You pay by direct debit, We may increase the amount debited from Your bank account so that We recover the difference over a period that is reasonably acceptable to Us.
- 5.5.2 If We consider it necessary (including where You are unable to make payments by monthly direct debit or a reasonable alternative or You have not paid any of the Charges by the due date for payment) We may take any action We believe is appropriate, although We must act reasonably. This may involve:
- agreeing with You a payment plan so You can pay the money You owe Us over a period of time at a rate that is affordable to You. Any payment plan may include a requirement that You keep Your account with Us in credit;
  - requiring that you make payments by way of the pay as you go Meter;
  - taking court action to recover outstanding Charges and other costs;
  - disconnecting your supply as referred to in **Clause 6**.
- 5.6 Where We have indicated on the front page of this Contract that a Heat Deposit is payable then We may require You to pay Us that Heat Deposit before We will first make a Heat Supply to Your Home.

In that case, We will return the Heat Deposit, less any Charges that You owe Us at that time, when You leave Your Home.”

## 6. Disconnecting your supply

- 6.1 If You fail to pay Your Bill, We may take steps to disconnect Your Heat Supply.
- 6.2 However, disconnecting Your Heat Supply is a last resort and before We do so, We shall issue You with at least two (2) Reminder Letters and shall try to contact You to discuss the options available to You. We will also notify Your Landlord and ESTMANCO that You have failed to pay Your Bill and that We may disconnect Your Heat Supply.
- 6.3 We may charge you for any Debt Processing Charges to cover Our costs of processing Reminder Letters and managing the collection of Your outstanding Charges.
- 6.4 Where the Heat Supply to Your Home has been disconnected, We may terminate this Contract under **Clause 10.1** if:
- the Heat Supply to Your Home has been disconnected for more than thirty (30) days;
  - We have sent You further Reminder Letters which have not been acknowledged by You. Our final Reminder Letter will provide You with five (5) days’ advance notice of termination of the Contract; and
  - We have attempted to visit You at Your Home (not less than five (5) days prior to termination) to notify You of the outstanding Charges and give you notice of potential termination of this Contract.
- 6.5 We will not disconnect your Supply between 1 October and 31 March of the following year if You have notified us that you are of a pensionable age, disabled or chronically sick.

## 7. Reconnecting your supply

- 7.1 Where We have disconnected your Supply, we will within four (4) hours, reconnect the Heat Supply to Your Home, if You pay Us:
- 7.1.1 in full all outstanding Charges due to Us, or We agree (at Our discretion) with You a plan under which You will pay back such outstanding Charges over an extended period of time;
- 7.1.2 a refundable deposit equivalent to Our reasonable estimate of Our likely Charges to You under this Contract for a period of three (3) calendar months; and
- 7.1.3 the Reconnection Charge,
- 7.2 If You pay Us a deposit We will promptly return that deposit to You if, at any time after reconnection, You have over any continuous twelve (12) month period paid all amounts You are required to pay Us under this Contract in full within the times permitted under this Contract for such payments.

## 8. Meters and Heat Interface Units

- 8.1 **Our Responsibility for Meters and Heat Interface Units ("HIUs")**
- 8.1.1 We are responsible, except in the circumstances set out in **Schedule 3**, for:
- a) the routine inspection, maintenance, repair and/or replacement of the HIU; and
- b) the maintenance, repair and/or replacement of the Meter at all times, in accordance with Good Industry Practice,.
- 8.1.2 If the HIU requires maintenance, repair or replacement You can ask Us to arrange a visit to Your Home so that We can inspect

the HIU and try to identify the problem and rectify it.

- 8.1.3 We may also ask to be allowed to visit Your Home to inspect and (if necessary) carry out maintenance or repair or replacement of the HIU. We will give You at least three (3) days' notice of any such visit (or seven (7) days' notice in respect of planned routine maintenance) and will try to arrange for such inspection to take place at a mutually convenient time.
- 8.1.4 If You report a problem with Your HIU to Us We will be in attendance at Your Home to address the problem within the following time periods from when You report the problem to Us:
- a) in emergencies, including where there is a leak of any form from Your HIU – within four (4) working hours;
- b) where You are experiencing a full or partial loss of the Heat Supply, but it is not an emergency – Within eight (8) working hours and
- c) in respect of any other problem – within seven (7) days;
- unless You fail to provide Us with access to Your Home.

In each case, we will endeavour to attend and repair the fault, but should a part be required that is not available to us at the time of our attendance, we will re-schedule a future visit at an agreed time once we are in possession of the required part.

- 8.2 **Agreeing an Attendance Time**
- We will, when You report a problem with Your Meter or HIU to Us, agree a four (4) hour time period during working hours with You (within the relevant periods for responding set out above) (the "**Attendance Time**"). During this period You must provide Us with access to your Home so that We can address the problem with Your HIU.

### **8.3 Your Responsibility and Liability in respect of Meters and HIUs**

- 8.3.1** You or Your landlord must ensure that Your Home's Heating System is maintained and repaired and, where necessary, replaced.
- 8.3.2** We shall not be liable for the cost of replacement or repairs of any part of Your Home's Heating System or for any failure of or problems with Your Home's Heating System unless the failure or problem is caused by Us.
- 8.3.3** If the state of Your Home's Heating System is causing problems, or We believe that it is likely to cause problems to the Building Heating System, the Meter or the HIU unless it is repaired or replaced, We may suspend the Heat Supply to Your Home's Heating System until You or Your Landlord repair or replace Your Home's Heating System to Our required standard.
- 8.3.4** If You cause any damage to, or interrupt the operation of, the Building Heating System, the Meter or the HIU by any work that You do to Your Home's Heating System (for example, by draining Your Home's Heating System or moving radiators), or where You fail to maintain or repair Your Home's Heating System (for example by failing to repair leaks), You will be responsible to Us for the costs of any such damage or interruption.
- 8.3.5** You and any third party for whom You are responsible must not:
- a) tamper with or damage the Building Heating System, the Meter or the HIU (including, for example, through vandalism, misuse or interference); and
  - b) misuse Your Home's Heating System so that it causes any damage to the Building Heating System, the Meter or the HIU.
- If You do so, or allow any third party for whom You are responsible to do so, You

will be liable for the damage caused, including the costs of repair or replacement, and We may charge You for the reasonable costs incurred by Us in repairing the relevant system and replacing any relevant parts.

- 8.3.6** You must inform Us immediately if You discover that any of the Building Heating System, the Meter or the HIU is damaged or destroyed, or if You become aware that anyone other than Us or Our agents interferes with or removes the Meter and/or the HIU or if You believe the Meter or the HIU has been damaged.
- 8.3.7** We shall not be responsible for undertaking any repairs or maintenance where We reasonably consider that there is a health and safety risk, including the presence of dangerous materials, infestations, or harassment to Our staff (including any verbal or physical abuse or threat of physical abuse).

## **9. Access**

- 9.1** You will allow Us and Our officers and agents (who shall show You appropriate identification) safe and uninterrupted access to Your Home for the purposes of:
- 9.1.1** inspecting, operating, repairing, exchanging, installing, removing, testing, maintaining, or carrying out other activities in relation to the Meter, the HIU, the Building Heating System or the System;
  - 9.1.2** disconnecting the Heat Supply to Your Home's Heating System as permitted under the terms of this Contract;
  - 9.1.3** terminating this Contract;
  - 9.1.4** mitigating any danger We reasonably believe exists to people or property;
- 9.2** We will give You reasonable notice (of not less than three (3) days' notice, or seven (7) days' notice in respect of planned routine maintenance) where such access

is required, unless there is an emergency, We believe there is a danger to people or a danger to property or We are required by Law to obtain access sooner. In these circumstances, We will arrange access with You as set out in **Clause 8.2**.

- 9.3** If We agree a time with You for Us to visit Your Home for any purpose relating to this Contract and You do not allow Us access at the agreed time then an “Abortive Visit” will have occurred. Where We make more than one Abortive Visit to Your Home in respect of the same issue You will be liable to pay Us the Abortive Call-out Charge for each Abortive Visit (other than for the first).
- 9.4** If We are unable to gain access to Your Home You will be liable for the reasonable additional costs incurred by Us in carrying out any work without access to Your Home.

## 10. Ending the contract

### 10.1 Your right to end the Contract

- 10.1.1** You may end this Contract at any point by providing Us with not less than thirty (30) days’ notice. You must notify Us that You wish to end this Contract by emailing Us, by writing, or using the form provided on Our Website, which You can print, complete and send to Us by post or deliver to Our offices.
- 10.1.2** Following such notice You must provide Us with a forwarding address so that We may contact You in respect of any Charges that You may owe Us, or any amounts that We may owe to You by completing the Moving Out form published on Our Website, or available from Us on request. We will take a final Meter reading on the date this Contract ends.

**PLEASE BE AWARE that unless You end this Contract in accordance with this Clause 10 You will be liable for Our Charges, whether or not You occupy Your Home.**

### 10.2 Our right to end the Contract

- 10.3** We may end this Contract without any liability to You, by providing You with thirty one (31) days written notice if:
- 10.3.1** You have not paid the Charges and We have followed the steps set out in **Clause 6.4**;
- 10.3.2** You or any third party for whom You are responsible has attempted to use the Heat Supply to Your Home without Our consent or in a manner designed to enable You or that third party to take any Heat Supply from the System without paying Us for it;
- 10.3.3** Our right to use the System and make the Heat Supply available to Your Home ends or is terminated (in which case, the Governance Agreement ensures that someone will take over responsibility for making the Heat Supply to Your Home);
- 10.3.4** You no longer own or rent Your Home;
- 10.3.5** You are declared bankrupt, or an individual or organisation takes formal steps to have You declared bankrupt and either:
- a) We reasonably believe You will not be in a position to pay the Charges to Us; or
  - b) You are more than six (6) months in arrears on relation to any Bill;
- 10.3.6** there is a fault with Your Home’s Heating System which is causing damage or seriously affecting the Building Heating System and such fault has remained unresolved for over three (3) months or more since You became aware of the fault; or
- 10.3.7** there are circumstances beyond Our reasonable control (as set out in **Clause 12**) which mean We are not able to provide Your Heat Supply under this Contract.
- 10.4** Instead of terminating this Contract as set out above, We may choose to



suspend this Contract at Our discretion on seven (7) days' advance notice. If the circumstances which gave Us the right to end this Contract then stop and You have paid Us in full for any outstanding Charges due to Us (including the Reconnection Charge) We will reconnect the Heat Supply to Your Home. Before reconnecting the Heat Supply to Your Home We may ask You to pay Us a deposit as set out in **Clause 7**.

## 11. Consequences of ending the contract

- 11.1 You must pay for the Heat Supply to Your Home consumed up to the date that this Contract ends. After this Contract ends, You will remain liable for previous breaches of this Contract by You, and We will remain liable for previous breaches by Us.
- 11.2 Where We exercise Our right to suspend the Heat Supply to Your Home or where this Contract is ended by either party, You must allow Us access to Your Home to suspend the Heat Supply to Your Home if necessary, and/or to alter or reconfigure the Meter or remove the Meter (with the consent of the owner of the Development), or any of Our equipment or anything else owned by Us and You must not reconnect the Heat Supply to Your Home without Our consent.
- 11.3 If You remain in occupation of Your Home and You take the Heat Supply to Your Home after termination or suspension, or allow anyone else to do so, You will be liable to pay Us for such Heat Supply to Your Home, at a price which We will notify You. In determining that price We shall have regard to any additional costs which We have incurred as a consequence of the Heat Supply to Your Home being taken.

## 12. Events beyond our control

- 12.1 Neither You nor We will be liable for failure to comply with Our obligations under this Contract where You or We are unable to comply with those obligations because of war, civil war, terrorism, civil conflict or nuclear, chemical or biological contamination or other reasonably analogous events (e.g. failure of the primary gas or electricity supplies to the Energy Centre) or where We are prevented from performing Our obligations by events outside of Our reasonable control, provided that We have taken all reasonable steps to prevent and/or lessen the impact of such events.
- 12.2 We will inform You, and You will inform Us in the event that We or You are encountering difficulties as a result of such events within two (2) days of the event arising. The obligations of both parties will be suspended until the event is resolved.

## 13. Limitation of liability

- 13.1 Nothing in this Contract:
  - 13.1.1 excludes or limits Our liability for fraud or fraudulent misrepresentation;
  - 13.1.2 excludes or limits Our liability for death or personal injury resulting from Our negligence (or negligence on the part of Our employees, authorised officers or agents);
  - 13.1.3 affects Your statutory rights as a consumer.
- 13.2 If We do not comply with the terms of this Contract, We will be liable to You for any loss or damage arising from any breach of this Contract that was reasonably foreseeable when We entered this Contract with You. We will not be liable for any indirect loss or business

losses or for any events or circumstances beyond our reasonable control. The provisions of this clause do not affect Our liability for any of the events set out in **Clause 13.1**.

## 14. Complaints

- 14.1** If You have a complaint about Our services, You should follow the procedure set out below:
- 14.1.1** In the first instance, please contact Our Customer Service Team who will attempt to resolve Your complaint. Their contact details are available on Our Website, or from Us on request.
- 14.1.2** If You are not happy with the way in which Your complaint has been dealt with, please contact Our Operations Director. His contact details are available on Our Website, or from Us on request.
- 14.1.3** We will always try and resolve Your complaint as quickly as possible and We will notify ESTMANCO of any complaint You make to Us.
- 14.1.4** If Your complaint relates to Our Charges, ESTMANCO and the other Governing Parties have rights to ensure that Our Charges remain fair.
- 14.1.5** If Your complaint has not been resolved to Your satisfaction by any of the above measures within eight (8) weeks of the date on which You first contacted Us about that 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 on Our Website. Any direction or determination by the Ombudsman for Energy in respect of Your complaint shall be final and binding on both You and Us.

## 15. Use of personal information

- 15.1** Information that You provide to Us, or that We hold about You or Your account or other people living at Your Home will be used and stored in accordance with all applicable laws relating to privacy and data protection, including the Data Protection Act 1998 and will be used by Us to service Your account, including to:
  - 15.1.1** identify You when You make telephone enquiries;
  - 15.1.2** help administer any accounts and services provided by Us to You;
  - 15.1.3** help Us detect any fraud or loss;
  - 15.1.4** provide information to ESTMANCO and Your landlord about Our relationship with You, such as informing them of any complaint You make to Us or if We intend to suspend the Heat Supply to Your Home; and
  - 15.1.5** provide information to the ESCO or someone appointed by the ESCO to allow the ESCO or the person appointed by the ESCO to provide the Heat Supply to Your Home. This will include transferring relevant information to the ESCO or the person appointed by the ESCO if Our contractual obligation and/or rights to provide the Heat Supply to the Development are terminated or suspended for any reason.
- 15.2** In connection with this Contract, We may carry out credit and fraud prevention checks with one or more licensed credit reference and fraud prevention agencies and the agencies may retain a record of the search. The records may be linked to records relating to other persons living at the same address and such may be taken into account in credit and fraud prevention checks. Information about the payment details of Your account may be recorded with one or more credit

reference and fraud prevention agencies and that information may be shared with other organisations to help make credit and insurance decisions about You and members of Your household and for debt collection and fraud prevention. If You provide false and inaccurate information and We suspect fraud, We may record this fact.

- 15.3 We may monitor or record any telephone calls You make to Us or We make to You to ensure Service Standards are being met and for the prevention and detection of fraud and unauthorised use.
- 15.4 You consent (and will obtain the consent of any persons whose personal information You provide to Us) to the processing of any personal information provided in accordance with this **Clause 15**.

## 16. Letting your home

- 16.1 If You let Your Home We will on request enter into a direct supply contract with Your tenant. You should advise Your tenant of this transfer of responsibility to Them to pay for their Heat and ensure this is covered by Your Landlord/Tenant Agreement. Where this occurs:
  - 16.1.1 We will provide a supply contract in the same form as this Contract to either You or Your tenant, as requested, for Your tenant to sign;
  - 16.1.2 this Contract will be suspended from the date on which Our contract with Your tenant commences. While this Contract is suspended Our obligations and Your obligations under this Contract shall not apply, including Your obligation to pay for any Charges incurred after the date of such suspension. This will not affect any liabilities incurred before the date of suspension;
  - 16.1.3 We will obtain a final pre-suspension Meter reading using our automatic reading system. If We are unable to do

so We may ask You to give us the final pre-suspension Meter reading;

- 16.1.4 this Contract will cease to be suspended on the date Our contract with Your tenant terminates, however We must give You at least five (5) days' notice in writing of the end of the suspension period before You become liable for any Charges under this Contract;
- 16.1.5 You must give Us notice if the letting with Your tenant comes to an end;
- 16.1.6 at the end of Our contract with Your tenant We will obtain a final Meter reading using our automatic reading system. If We are unable to do so We may ask Your tenant to give Us the final Meter reading or, if Your tenant does not provide such information, We may request the final Meter reading from You.

## 17. General

- 17.1 We will be entitled to assign Our rights and obligations under this Contract at any time on written notice to You. We shall be able to subcontract any of Our obligations under this Contract. You may not assign Your rights or obligations under this Contract without Our prior written consent.
- 17.2 Any notices We are required or wish to give You under the Contract will be accepted by You as properly given if delivered or sent to Your address for correspondence as stated in this Contract or such other address as You may in future request Us to Use. Any notices sent through the post shall be deemed to be delivered upon the earlier of actual receipt, or three (3) days from posting. Any notices delivered by hand shall be effective on delivery.
- 17.3 If We delay enforcement of or choose not to enforce Our rights under this Contract at any time this will not prevent Us from enforcing Our rights in future. For example, if We do not immediately take action to ask You for payment of

- Charges that You owe Us, this will not prevent Us from doing so in future.
- 17.4 If more than one person is named on the account, then each account holder is responsible for payment of the Charges, and We may claim any unpaid Charges due to Us from one or all of the account holders, provided that We may not recover more in total than We are owed under the terms of this Contract.
- 17.5 This Contract includes everything agreed between Us and You. Anything that happened or was written before about the subjects dealt with in this Contract is superseded, including any provisions included in the Welcome Pack. Neither You nor We have relied on any representation or warranty that is not written in this Contract.
- 17.6 No party can obtain any rights under this Contract apart from You and Us. The Contracts (Rights of Third Parties) Act 1999 is excluded.
- 17.7 Each of the terms and conditions of this Contract is separate. If We or You are told by a court or other authority that We or You cannot rely on a certain clause, the other clauses of this Contract will still apply.
- 17.8 Ending this Contract shall not affect the continuance of any provision of this Contract which is intended to continue in force after the end of this Contract, including **Clause 5.1** (in respect of any Charges that accrued prior to the end of this Contract), **Clause 10.1.2**, **Clause 11.2**, **Clause 13**, **Clause 15**, **17.1 to 17.8** (inclusive) and **Clause 17.12**.
- 17.9 If You contact Us, We can provide advice on how to reduce Your energy consumption and carbon emissions.
- 17.10 We may change the terms of this Contract, subject to Our agreement with ESTMANCO and the other Governing Parties. For example, We may need to amend the terms to comply with the Law or any regulation of Our services, or because the terms on which we are permitted to provide a Heat Supply to Your Home have changed. We will make details of any changes available on Our Website and will also give You at least thirty (30) days' notice in writing of any change to the terms of this Contract.
- 17.11 In the event that You consider that any amendments We make to this Contract are unreasonable, You may refer the issue to ESTMANCO or any of the other Governing Parties, giving details of the amendment and Your concerns. Subject to any changes that are required due to any Law or regulation, if ESTMANCO or any of the other Governing Parties agrees that the amendments are unreasonable, We will reinstate Your Contract to its original terms as existing prior to the amendment in question.
- 17.12 This Contract will be governed by and construed in accordance with the laws of England, and both You and Us agree to submit to the exclusive jurisdiction of the English Courts.
- 17.13 We will ensure that these terms and conditions will be updated and amended to reflect any best practice commonly found in the United Kingdom's heat industry sector and will be updated to reflect any consumer protection standards that will be implemented during the life of this Contract.



## Schedule 1 – Our Charges

### 1. Heat supply charges

Our charges to You will be made up of a Fixed Charge payable monthly irrespective of the consumption of the Heat Supply to Your Home and a Unit Charge representing the consumption of the Heat Supply to Your Home as follows:

**Unit charge**

7.00 Pence per kilowatt hour (inc VAT)

**Fixed charge**

£28.58 Per month, totalling £343 per year (inc vat)

### 2. Abortive call-out charge

The Abortive Call-out Charge is thirty pounds £30. We may increase the amount of the Abortive Call-out Charge annually on 31 March in accordance with the respective annual increase in CPI.

### 3. Debt processing charge

The Debt Processing Charge is twenty pounds (£20). We may increase the amount of Debt Processing Charge annually on 31 March in accordance with the respective annual increase in CPI.

### 4. Reconnection charge

The Reconnection Charge is ten pounds £10. We may increase the amount of Reconnection Charge annually on 31 March in accordance with the respective annual increase in CPI.

### 5. Other charges

Where We undertake any work in accordance with this Contract that You are liable to pay Us for, We will charge You at the rates We have agreed with ESTMANCO and the other Governing Parties and as are set out on Our Website as amended from time to time.

### 6. Annual price review

**6.1** On 1st April in each year, We will review and may adjust the Unit Charge and the Fixed Charge, in agreement with ESTMANCO and the other Governing Parties. This will be the new Unit Charge for the next twelve (12) months Charging Period following the review.

**6.2** The maximum amount by which We can adjust the Unit Charge is as follows:

**6.2.1** fifty percent (50%) will be adjusted by reference to change in the 'retail gas price' (British Gas standard variable benchmark); and

**6.2.2** fifty percent (50%) will be adjusted by reference to change in the consumer prices index (CPI) as published by the Government's Office of National Statistics.

**6.3** The maximum amount by which We can adjust the Fixed Charge is to adjust it by reference to CPI only.



## Schedule 2 – Service Standards and Service Failures

1. Our Service Standards are set out as follows. We aim to meet Your expectations in respect of the Heat Supply to Your Home. We may update or improve the Service Standards without Your consent but not in any manner which would make the Service Standards less beneficial to You or less demanding on Us. Any change or update to the Service Standards will be initially published on Our Website and a paper copy sent to You as soon as possible.
2. In the event of a Service Failure, You will be entitled to have the relevant Service Payment credited against Your account. We will apply the total amount of the Service Payments accrued during the period to which any Bill relates (the "**Total Service Payment**") to that Bill in accordance with this Contract. To the extent that the Total Service Payment is greater than the amount which would otherwise be payable under the relevant Bill in accordance with this Contract, any excess shall be applied to the following Bill.
3. Any Total Service Payment shall be calculated by Us, by adding up any Service Payments that have accrued to You as a result of Service Failures that have occurred over the period to which the relevant Bill relates. We may determine that a Total Service Payment be used to pay Your final Bill in the event that this Contract is terminated.

<b>Standard</b>	<b>Required Service level</b>	<b>Service Failure</b>	<b>Service Payment</b>
<b>1. Planned Interruption</b>	Prior notice to You from Us of scheduled maintenance works to the System or the Building Heating System that interrupt the supply of heat to You	Less than 48 hours' notice of supply interruption	See Unplanned Interruption
<b>2. Planned Interruption</b>	Prior notice to You from Us of scheduled maintenance works to the System or the Building Heating System that interrupt the supply of heat to You	Where a planned interruption lasts longer than five (5) days	Thirty pounds (£30) for each full twenty four (24) hour period over the five (5) days up to a total of five hundred pounds (£500)
<b>3. Unplanned Interruption</b>	The Heat Supply (supply temperature 70C [+0, -20C]) will be available to the point of connection to Your home's Heating System within 24 hours from the first notification of a fully supply outage by You to Us	If supply is not restored within twenty four (24) hours	Thirty pounds (£30) for each full twenty four (24) hour period up to a limit of no less than five hundred pounds (£500).
<b>4. Multiple Interruptions</b>	No more than four (4) Unplanned Interruptions to occur within a 12 month period	More than four (4) unplanned interruptions that last longer than twelve (12) hrs each within a twelve (12) month period	£54 in addition to any compensation owed due to unplanned outages
<b>5. Vulnerable Customers</b>	If an Unplanned Interruption lasts for longer than twelve (12) hours at a site We will make alternative arrangements to supply heating to Registered Vulnerable Heat Customers	Failure to provide alternative heat arrangements within twelve (12) hours	One off payment of £24 in addition to any other compensation owing
<b>6. Meter Repair or Replacement</b>	Meter accuracy to be maintained within plus/minus five (5) per cent	Faulty Metre not replaced 28 days after fault is shown to exist	Five (£5) per instance
<b>7. Responding Substantially to a Complaint</b>	We must adhere to the timeframes for response dictated in our Complaints Process which is available on Our Website	Failure to meet response timeframes or comply with Our Complaints Process	Twenty pounds (£20) per instance Capped at one hundred pounds (£100)



**The Service Payments and each related cap shall be increased annually on 31 March in accordance with the respective annual increase in CPI.**

Notwithstanding the above, no Service Payment will be payable to You if the relevant Service Failure is caused by one of the circumstances set out below.

**Item 2 and 3**

The Service Failure was caused by a breach of this Contract by You.

**Item 2 only**

We are prevented from making the Heat Supply to Your Home by any of the circumstances set out in **Clause 12**, provided that We have used reasonable endeavours to mitigate the consequences of any such circumstances and resume provision of the Heat Supply as soon as possible.

We are required by Law to shut down the System or the Building Heating System provided that the need to shut down the System or the Building Heating System does not relate to or arise out of any breach of this Contract by Us or any negligent act or omission by Us.

We have suspended the Heat Supply because We believe on reasonable grounds that it is necessary to do so to avoid:

- a) endangering the life of any person; or
- b) endangering any physical property, provided that both the relevant damage to such property and its economic impact are likely to be material,

provided, in each case, that the need to suspend the Heat Supply does not relate to or arise out of any breach of this Contract or any negligent act or omission by Us.

We have suspended the Heat Supply to Your Home pursuant to **Clause 10.4** or **Clause 6.1** of this Contract.

Any event which causes an interruption to the Heat Supply and to the heat supply of more than twenty percent (20%) of Our customers at the same time.



## Schedule 3 – HIU exclusions

In relation to Our obligation to maintain, repair or replace your HIU We will not be liable for the following:

1. The costs of repair to the HIU where such repair is required due to damage to the HIU caused by You, or where work is undertaken on the HIU by someone other than Us.
2. Any loss or damage to property as a result of the HIU or Your Home's Heating System breaking or failing, including any cleaning needed, or any damage to Your belonging, fixtures or furniture, unless such loss or damage is caused by Us.
3. Making good any holes or surfaces beyond filling them in or making surfaces level.
4. Repairing faults or damage caused by subsidence, structural repairs, accident, fire, lightning, explosion, flood (unless in each such case caused or contributed to by Us) or storm or freezing weather conditions.
5. Any costs to gain access to the HIU (such as removing Your fixtures and fittings or repairing and making them good) other than removing an access panel or opening cupboard doors or obtaining access through access points designed by ESCO.
6. Replacement of any appliances, bathroom fixtures, showers and sanitary ware unless such loss or damage is caused or contributed to by Us.
7. Upgrades that You may want to have carried out to improve the HIU or Your Home's Heating System.
8. Replacing or repairing parts which do not affect how the HIU or Your Home's Heating System works or performs (for example any decorative parts).
9. Resetting the HIU controls, such as thermostats or programmers following changes due to winter or summer months.
10. Providing cash alternatives instead of Us performing any of Our maintenance, repair or replacement obligations.
11. The costs of repairing damage or breakdowns caused by changes to or problems with any other utility services (except the provision of the Heat Supply).
12. Loss or damage to the HIU or Your Home's Heating System if radio frequency allocations are subsequently altered and they interfere with the HIU or Your Home's Heating System or any controls.
13. Replacing any batteries in any controls that operate Your Home's Heating System.
14. Removing residues or hardwater scale from Your Home's Heating System or any appliance, or repairing damage caused to the HIU or Your Home's Heating System by residues or hardwater scale within Your Home's Heating System unless caused by Us.
15. The water treatment of any water circuits in Your Home's Heating System except where Your Home's Heating System is drained by Us to enable us to comply with Our obligations under this Contract.



## The Direct Debit Guarantee

1. This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
2. If there are any changes to the amount, date or frequency of your Direct Debit, FastPay Ltd Re LOKA Energy Limited will notify you five working days in advance of your account being debited or as otherwise agreed. If you request FastPay Ltd Re LOKA Energy Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
3. If an error is made in the payment of your Direct Debit by FastPay Ltd Re LOKA Energy Limited or your Bank or Building Society, you are entitled to a full and immediate refund of the amount paid from your Bank or Building Society.
  - If you receive a refund you are not entitled to, you must pay it back when FastPay Ltd Re LOKA Energy Limited asks you to.
4. You can cancel a Direct Debit at any time by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.







The Energy Centre  
Old School Close  
Greenwich Peninsula  
London SE10 0PG

0800 160 1635  
[hello@lokaenergy.com](mailto:hello@lokaenergy.com)  
[www.lokaenergy.com](http://www.lokaenergy.com)

Loka Energy Limited, registered in England no. 08854998, with its registered office at Level 9, 6 Mitre Passage, Greenwich Peninsula, London SE10 0ER.

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