



Residential Heat
Supply Agreement –
private housing and
shared ownership

MERSEY HEAT LIMITED

Freeholder, leaseholder and shared ownership (or private tenants of such properties)
Residential heat supply agreement

Please fill in the form below so that we can set up your account.

Part A Details of your home	
In this part, give details of your home which will receive the heat supply .	
Address and postcode:	
Number of bedrooms:	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> <input type="checkbox"/>
Property type:	House <input type="checkbox"/> Flat <input type="checkbox"/> Freehold <input type="checkbox"/> Leasehold <input type="checkbox"/>
Date you will become the owner or tenant of the property: / / 20	
Part B Your details	
Title (Mr, Mrs, Ms etc): Full name: Contact address (if different from the property address above): Phone: Mobile: Email:	
If someone else owns or rents the home with you and you would like that person to also be responsible for paying for your heat supply under this agreement, please give their details below.	
Title (Mr, Mrs, Ms and so on): Full name: Phone: Mobile: Email:	
Part C Your landlord's details (if you are a tenant and have a landlord)	
Landlord's name: Cross Harbour Property Limited Landlord's contact address and postcode: c/o Goodier Smith & Watts Ltd Devonshire House Manor Way Borehamwood Hertfordshire WD6 1QQ Phone: Mobile: Email:	
How we communicate with you	
We plan to send your statements and other communications to you by email, using the email address you provide above. Please tick this box to confirm that you are happy to receive communications by email. <input type="checkbox"/>	
If you would prefer to receive communications by post instead of by email, please tick the relevant box below to let us know where to send the post.	
<input type="checkbox"/>	Contact address <input type="checkbox"/> Property address <input type="checkbox"/>
Pay as you go	
Your home has not yet been set up for you to be a pay as you go customer (PAYG customer) for your heat supply . Your heating smart meter is fitted inside your home to measure the amount of energy you use and helps you monitor and control exactly what you spend and how much energy you use. You can check your account at any time by logging into your online account or giving us a call. You can choose from our various top-up options, and you can pay in a number of different ways.	
For office use only	
Date received: Customer's unique reference number:	

About this agreement

This **agreement** is between:

- you, the owner (and any joint owner) named in part B on the front of this **agreement**; and
- us, Mersey Heat Limited;

for the **heat supply** that provides heating and hot water to your home.

If any of the people named in part B above move out, or if another person moves into your home and will be responsible for paying for the **heat supply**, please tell us in writing or by email. (If you tell us in an email, both you and the person moving out or in will need to email us to tell us about this change.)

By using the **heat supply** you are considered to have accepted the terms of this **agreement**.

Some words and phrases have specific meanings in this **agreement**. Those words and phrases are explained in Clause 21 and are printed in bold wherever they have the specific meaning given.

Overview

- We run the **MHL Energy Network**, which produces the **heat supply** (in the form of hot water) to provide heating and hot water to your home.
- Your home is part of Tobacco Warehouse, Stanley Dock, Regent Road, Liverpool L3 0AN (the **building**).
- The **MHL Energy Network** is connected to the **building's heating system** (the heating and hot-water system within your building) . The **building's heating system** will transfer the **heat supply** to the heating system in your home (referred to in this **agreement** as your **home's heating system**). The way these systems have been designed means that you should not take a **heat supply** from any other source or company.

Please make sure that you read this **agreement** carefully and get advice on anything you don't understand.

Please fill in the form on the front of this agreement and sign below to confirm that you:

- **understand that you must take your heat supply from us;**
- **have read and understood this agreement, and that you will keep to it; and**
- **will pay all our charges under this agreement.**

Please then scan this page and the front page and email them to us at
metering@vitalenergi.co.uk

If you prefer to return the filled-in form and this signed page by post, make two copies of each. Keep one copy for your records and post one copy to:

Vital Energi Utilities Ltd, Metering and Billing department, Century House, Roman Road, Blackburn, BB1 2LD

Your full name: Signature:	Date / /20
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We have tried to make sure that everything in this **agreement** is clear. If you have any questions or concerns, phone our Customer Service team on **0151 245 2518** or visit our website at <http://www.merseyheat.co.uk>. If you would like us to send the terms and conditions in a different format, please ask our Customer Service team.

Main terms of this agreement		Clause or schedule number
Please pay particular attention to the following terms.		
Duration of this agreement	<p>This agreement starts on the date you sign and date it and will end:</p> <ul style="list-style-type: none"> on the date you give us a filled-in Moving Out form; or when we end it for reasons given in Clause 13. 	Clause 13
Supplying heat to you	We will start supplying you with the heat supply on the supply start date , which is the date you buy your home, or your tenancy starts.	Clause 1
Charging for the heat supply	<p>We will charge for the heat supply on a pay-as-you-go basis.</p> <p>The amount you pay is made up of:</p> <ul style="list-style-type: none"> an fixed charge (which covers a proportion of our costs of maintaining and repairing the MHL Energy Network, and making a heat supply available for you to use); and a consumption charge (which is the cost of the heat supply you have used). <p>If you ask, we may agree that you can pay by monthly variable direct debit (meaning the amount of the direct debit can change).</p>	Clause 3 Clause 4
Changes to our charges	<p>We will increase or reduce our charges as set out in Schedule 1, and in accordance with Clause 3d.</p> <p>Increases to our charges will be introduced on 1 April in each year.</p>	Clause 3d Schedule 1
Suspending and disconnecting the heat supply	There are times when we can suspend or disconnect your heat supply , including in an emergency, if you have not paid for your heat supply or if there is evidence of tampering with the heat supply .	Clause 8 Clause 12
Restrictions on our liability	Our maximum liability to you (for example, for damage to your property) is £10,000.	Clause 16c
Moving home	If you move home (and no one else is named in part B as responsible for paying for the heat supply), you must tell us by filling in a Moving Out form . If you do not tell us, you may have to pay for the heat supply provided after you have moved out.	Clause 13a
How we use your personal information	<p>We (and anyone acting for us) will always keep to data-protection laws. We may use your personal information to identify you when you make calls, to help us manage your account, to detect any fraud or loss, for billing and collecting debts, and for checking the quality of our service. We may also share information with your landlord (if you have one) or the management company managing the building. For full details on how we use your data, please see our Data Privacy Policy.</p> <p>Please note that if you have confirmed that we can send you communications by email, we cannot guarantee the security of the information. However, we will do everything we can to keep your information safe.</p>	Clause 18

1 Providing the heat supply to you

- a. We will provide the **heat supply** to your **home's heating system**, which includes all pipes, radiators, hot-water cylinders, thermostats, timers and other apparatus, but does not include the **HIU** (the unit in your home that transfers heat from the **building's heating system** to your **home's heating system**).
- b. You must pay for the **heat supply**, as explained in this **agreement**.
- c. We will provide the **heat supply** at all times (24 hours a day, every day of the year) during the term of this **agreement**, in line with our **service levels** set out in Schedule 2. However, there are a number of circumstances where we may need to suspend the **heat supply** to your home or it may be interrupted. We will compensate you for this if it is our fault, as set out in Schedule 2.
- d. As far as is reasonably possible, any planned maintenance which could interrupt or greatly reduce the **heat supply** to your home will only be carried out during the summer period (1 May to 30 September). This does not apply to the maintenance of your **meter** inside the **HIU**, the **HIU** itself and the **heating smart meter** inside your home.
- e. The **building** your home is in has been designed and built for heating to be provided through the **MHL Energy Network**. You must not get your heating or hot-water supply from any other source during the term of this **agreement**, except when the **heat supply** to your home is interrupted or suspended for a reason other than you not paying our **charges**.

2 Vulnerable customers and customers in need of additional support

- a. We realise that some of our customers will need extra help to manage their **heat supply** and make the best use of our service. Those customers can be placed on our **Priority Services Register** to get access to a range of support services and help for vulnerable customers.
- b. A Vulnerable Customer means someone who is significantly less able than a typical customer to protect themselves and/or they are more likely to suffer harm. Situations that increase vulnerability may include age, health, disability, low income, severe financial insecurity and bereavement.
- c. Customers who need additional support may include those with a disability, are visually or hearing impaired and those who do not have conversational English language skills.
- d. There is more information about the help available in your customer handbook, which we provided. You can also find out more by visiting our website at <http://www.merseyheat.co.uk> or phoning our Customer Service team on **0151 245 2518**.

3 Charges

- a. Our **charges** on the **supply start date** are as listed in Schedule 1.
- b. We will review the **charges** each year and may adjust them on 1 April. The new **charges** will then apply until the next review.
- c. If we intend to adjust our **charges**, we will tell you 30 days beforehand.
- d. When we contact you in relation to any changes to your **fixed charge** or to your **consumption charge** we will provide the data sources and any assumptions relating to the changes to your **fixed charge** and to your **consumption charge**. Our prices will change each year. See Schedule 1 for more details on our **charges**.
- e. Our **charges** will be the same whether you are a **PAYG customer** or you pay by monthly direct debit. However, if you pay by credit card, you may have to pay a fee, as explained in Clause 4j.
- f. If you are entitled to a refund of any **charges**, we will refund you within 10 working days

(Monday to Friday, except bank holidays). 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.

4 Payment arrangements – pay as you go

- a. Your **heating smart meter** allows you to 'pay as you go'. This means that you buy credit using one of the various top-up methods, and the **charges** for the **heat supply** are taken from that credit (the **PAYG balance**). If you want to pay by monthly variable direct debit rather than pay as you go, you must ask us in writing, by email or by phone. If you pay by direct debit, Clause 5 will apply.
- b. Each year we will send you a statement (the PAYG annual statement) showing the **heat supply** you have used. We may need to change the date we issue your statement or how often we send them. If we do this, we will tell you three months beforehand.
- c. The **fixed charge** will be taken from your **PAYG balance** each day, whether or not you have used the **heat supply**.
- d. The **consumption charge** will be taken from your **PAYG balance** as you use the **heat supply**. The **consumption charge** is based on:
- the amount of **heat supply** used by your **home's heating system**, as measured by the **meter** inside the **HIU**;
 - the price of each unit used (where a unit is equal to 1kWh); and
 - any tax due (for example, VAT).

Schedule 1 on page 16 provides more information on **charges**.

- d. The payments you make to us will also include:
- any amount we charge to recover **reserve credit** (commonly known as emergency credit) you have used or other overdue **charges**;
 - any reasonable and proper costs or **charges** arising from loss or damage you are responsible for under this **agreement**; and
 - any other costs or **charges** due under this **agreement**.
- e. You can check the amount of **heat supply** you have used (and are using) on your **heating smart meter** or by logging in to your secure account on our website. You can also get details about past payments, your **PAYG balance** and your estimated future **charges**.

Your responsibility for making payments

- f. You will be responsible for paying the **charges** for the **heat supply** until:
- you or we cancel this **agreement** under Clause 13; or
 - we suspend this **agreement** as allowed under Clause 8(c) and Clause 19(a).
- g. You will still have to pay **charges** if the **heat supply** to your **home's heating system** is interrupted or unavailable. However, if the interruption or unavailability is due to a **service failure**, you will be entitled to a **service-failure payment** as set out in Schedule 2.
- h. You will also still be responsible for paying the **charges** if You have not cancelled this **agreement** and:
- you do not live in your home;
 - someone at your home uses the **heat supply** without your permission; or
 - you do not use any of the **heat supply** (you will still have to pay the **fixed charge**).

How to pay

- i. You can top up your **PAYG balance** by:
- logging in to your secure personal account on our website at: <http://www.merseyheat.co.uk>;
 - phoning **0151 245 2518**; or
 - any other method we tell you about from time to time.

- j You can pay for your top-up by:
- bank transfer;
 - debit card; or
 - credit card.

If you want to pay by credit card, we will charge you a fee. This fee will not be more than the amount our bank charges us for processing the credit-card payment. We will tell you the amount of the fee when you make the payment to us.

We will not charge you for using any other payment method listed above.

There are more details on how to top up your **PAYG balance** in your customer handbook. You can also find out more by visiting our website at <http://www.merseyheat.co.uk>.

5 Payment arrangements – variable direct debit

- a. If we have agreed that you can pay by monthly variable direct debit, we will send you a bill every month. Your bill shows the amount we will take by direct debit to pay our **charges**. The amount we take will vary each month depending the **heat supply** you use. You pay for the actual amount of **heat supply** you use each month. You are likely to pay more in winter when you use more energy.
- b. We may need to change the date we issue your bill or how often we send them. If we do this, we will tell you three months beforehand.
- c. The bill will set out the following.
- i) How much you need to pay (which we will take from your account by direct debit).
 - ii) The period the bill is for.
 - iii) The **fixed charge** for the following month. (As your first bill may be sent a month after your **supply start date**, your first bill may include two months' **fixed charges**.)
 - iv) The amount of the **consumption charge**, based on:
 - the amount of **heat supply** used by your **home's heating system** in the previous month, as measured by the **meter** inside the **HIU** or based on our reasonable estimate (see Clause 6c); and
 - the price of each unit used (where a unit is equal to one kWh); and
 - any tax due (for example, VAT).
 - v) Any amount we add to recover underpayments or overdue **charges**.
 - vi) Any reasonable and proper costs or **charges** arising from loss or damage you are responsible for under this **agreement**.
 - vii) Any other costs or **charges** due under this **agreement**.
 - viii) Any amounts we have refunded or compensation we have paid following a **service failure**, set out in Schedule 2.
 - ix) The payment plan you are on.
 - x) The balance of your account.
 - xi) Details of the amount of heating you are using.
 - xii) Estimated future **charges**.
- d. If your bill is based on an estimate of the **heat supply** you have used, we will make any necessary adjustments after the next meter reading. This will be shown on the bill you receive

after the meter reading.

Your responsibility for making payments

- e. You will be responsible for paying the **charges** for the **heat supply** until:
- i) you or we cancel this **agreement** under Clause 13; or
 - ii) we suspend this **agreement** as allowed under Clause 8(c) or Clause 19(a).
- f. You will still have to pay **charges** if the **heat supply** to your **home's heating system** is interrupted or unavailable. However, if the interruption or unavailability is due to a **service failure**, you will be entitled to a **service-failure payment** as set out in Schedule 2.
- g. You will also still be responsible for paying the **charges** if you have not cancelled this **agreement** and:
- you do not live in your home;
 - someone at your home uses the **heat supply** without your permission; or
 - you do not use any of the **heat supply** (you will still have to pay the **fixed charge**).
- Taking your direct debit**
- h. Each month we will take the amount shown on your bill direct from your bank account, so you pay for the actual amount of energy you use each month. You will pay more in winter when your energy usage is highest, and less in summer.

6 Meter readings

- a. Your **heating smart meter** and our PAYG annual statement or bill will show the amount of **heat supply** you have used, as measured by our automated meter-reading system.
- b. If you are a **PAYG customer** and we cannot read your **meter** because of a fault in our automated meter-reading system, or we have reason to believe that the **meter** is not reading correctly, the amount we take from your **PAYG balance** may be based on our reasonable estimate of the amount of **heat supply** you have used.
- c. If you pay by monthly direct debit and we have not been able to read your **meter** because of a fault in our automated meter-reading system; or we have reason to believe that your **meter** is not reading correctly, we may send you a bill based on our reasonable estimate of the amount of **heat supply** you have used.
- d. Our reasonable estimates will be based on the current **fixed charge** and **consumption charge** and either:
- i) your pattern of energy use in the past; or
 - ii) the **heat supply** you are likely to use.
- e. If you think that the **meter** in your home is not working correctly, you must tell us as soon as possible. The **charges** you pay will then be based on our reasonable estimates until we have been able to put right any problems.
- f. If you think that the **meter** has been damaged or altered by anyone other than us or our agents, you must tell us as soon as possible. You are responsible for any damage to the **meter** and the cost of any associated repair or replacement unless the damage is caused by:
- us or our agents; or
 - a problem with the **heat supply**.
- g. If you reasonably believe that the **meter** is faulty, you can ask us to check it or provide a comparison reading from a similar-sized property. We may also ask to check your **meter** at any time if we believe that it is not accurate.
- h. If we find that your **meter** is faulty or that a meter reading is not accurate, we will adjust:
- your **PAYG balance**, if you are a **PAYG customer**; or
 - your next bill, if you pay by direct debit;
- to take account of any inaccurate meter readings.

- i. If you ask us to check your **meter** and we find that it is accurate, you may have to pay our reasonable costs of checking the **meter**. You will not have to pay any costs if we ask to check your **meter** and we find that it is accurate.

7 Failing to pay

PAYG customers

- a. If you have not topped up your **PAYG balance** with credit, and you have built up a debt, we may take any action we believe is appropriate, although we must act reasonably. The action may involve:
- automatically taking up to 100% of your credit each time you top up, until the debt has been paid off;
 - taking court action to recover the debt and our costs; or
 - suspending or disconnecting your **heat supply** under Clause 8.

Direct-debit customers

- b. If you are having difficulty making payments you should tell us as soon as possible.
- c. If you do not pay your bill within 21 days of the date of the bill, we may take any action we believe is appropriate, although we must act reasonably. The action may involve the following.
- i) Asking you to pay by another method or agree to 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. The payment plan may include a requirement that you keep your account with us in credit.
 - ii) Charging you interest on the overdue amount at a rate of 4% above the Bank of England's bank rate.
 - iii) Making you become a **PAYG customer** and then automatically taking up to 100% of your credit each time you top up, until the debt has been paid off.
 - iv) Taking court action to recover the debt and our costs.
 - v) Suspending or disconnecting your **heat supply** under Clause 8.

8 Suspending and disconnecting your supply for failing to pay

For failing to pay

- a. If you do not pay our **charges**, we may suspend or disconnect your **heat supply**.
- b. Disconnecting your **heat supply** is a last resort. If we think that we may need to disconnect the supply, we will first:
- send you at least two reminder letters; and
 - try to contact you by phone at least twice to discuss the options available to you.

If you have a landlord, we may also tell them that you have not paid our **charges** and that we may disconnect the **heat supply**.

- c. If we send you reminder letters as set out in 8b above, seven days after sending you the second reminder we will suspend your **heat supply** for 30 days. If, after the 30 days, you still haven't paid our **charges** or made arrangements to pay them, we will disconnect the **heat supply**.
- d. We may charge you a **debt-processing charge** to cover our costs of sending your reminder letters and taking action to collect the overdue **charges**.

For tampering with the Heat Supply

- e. If you attempt to consume heat by tampering with a HIU, heating smart meter or any other element of the heating network, we may suspend your Heat Supply.

This clause 8 does not apply to Vulnerable Customers.

9 Reconnecting your supply

PAYG customers

- a. After we have suspended your **heat supply**, we will make it available to you again within four hours of:
- you paying us all amounts you owe us, in full; or
 - us agreeing a payment arrangement for you to pay what you owe over a period of time.
- b. If we have disconnected your **heat supply**, we will reconnect it within one working day of:
- you paying us all amounts you owe us, in full; or
 - us agreeing a payment arrangement for you to pay what you owe over a period of time.

Direct-debit customers

- c. After we have suspended your **heat supply**, we will make it available to you again within four hours of:
- you paying us all amounts you owe us, in full, or us agreeing a payment arrangement for you to pay what you owe us over a period of time; and
 - you paying us a refundable deposit equal to our reasonable estimate of three months' **charges**.
- d. If we have disconnected your **heat supply**, we will reconnect it within 24 hours of:
- you paying us all amounts you owe us, in full, or us agreeing a payment arrangement for you to pay back what you owe us over a period of time; and
 - you paying us a refundable deposit equal to our reasonable estimate of three months' **charges**.
- e. If we agree a payment arrangement with you under this Clause 9, that arrangement will be based on your ability to pay.
- f. Once we have reconnected your **heat supply**, we will change your payment method to pay as you go.
- g. If you pay us a deposit under Clause 9c or 9d above, we will return that deposit to you once you have kept your payments up to date, in full, for 12 months.

10 Faults, supply interruptions and supply restrictions

- a. We cannot guarantee that the **heat supply** to your home will never be interrupted. In certain circumstances we may need to interrupt or restrict the supply, for example:
- to avoid danger to any person or property;
 - if it is against the **law** to continue providing the **heat supply**; or
 - to carry out maintenance on the **MHL Energy Network**.
- b. If we do interrupt or restrict the **heat supply**, we will meet the **service levels** set out in Schedule 2. If we do not meet a **service level**, we will pay you compensation in the form of a **service-failure payment**.
- c. If there is a fault with your heating supply or the supply is interrupted (other than a **planned interruption** we have told you about), you must tell us as soon as possible by phoning our Customer Service team on **0151 245 2518**. We will:
- make a record of your call;
 - tell you what we will do to put the matter right;
 - where necessary, arrange for our agents to visit your home; and
 - where reasonably practicable, give you an estimated timescale within which the fault will be remedied.
- d. If you need extra support (see Clause 2 above), and you are assessed as being a 'vulnerable heat customer', we will make sure that we provide you with alternative heating (such as an

electric heater) within 12 hours of a continued interruption to your **heat supply**.

11 Meter, heating smart meter and HIU

Our responsibility for the meter, heating smart meter and HIU

a. We are responsible for:

- routinely inspecting, maintaining and repairing the **HIU**;
 - maintaining, repairing and replacing (if necessary) the **heating smart meter**; and
 - maintaining, repairing and replacing (if necessary) your **meter** inside the **HIU**;
- in line with good industry practice, except in the circumstances set out in Schedule 4.

We are not responsible for your **home's heating system** (for example, the radiators, underfloor-heating system, towel rails, heating programmer, timer, thermostat). Please see Schedule 3 for a diagram of the heating system.

b. When you report a problem with your **meter**, **heating smart meter** or **HIU**, we will do everything reasonably possible to come to your home to solve the problem within the following timescales.

- i) In an emergency where there is a leak from the **HIU** or the **meter** causing damage – within four hours.
- ii) If you have no **heat supply** during the winter period (1 October to 30 April) – within four hours or, if this is not convenient, at a time agreed with you.
- iii) If you have no **heat supply** during the summer period (1 May to 30 September) – within eight hours or, if this is not convenient, at a time agreed with you.
- iv) If you have an inadequate **heat supply** or a minor leak that will not cause damage – within 24 hours or, if this is not convenient, at a time agreed with you.
- v) If you are having problems with your **meter** or **heating smart meter** – within 24 hours or, if this is not convenient, at a time agreed with you.
- vi) For any other problem – within 48 hours. However, we will not come to your home on a Sunday or bank holiday.

c. We do not need to keep to the timescales set out in Clause 11b above if you do not let us into your home to solve the problem.

d. If we need a part to repair the fault, and that part is not available when we come to your home, we will arrange a future visit at an agreed time once we have the part we need.

Your responsibility relating to the meter, heating smart meter and HIU

e. You or your landlord (if you have one) must make sure that your **home's heating system** (not including the **meter**, **heating smart meter** and **HIU**) is maintained, repaired and, where necessary, replaced. We are not liable for the cost of replacing or repairing any part of your **home's heating system**, or for any problems with your **home's heating system**, unless we have caused the problem.

f. If the state of your **home's heating system** is causing problems to the **MHL Energy Network**, the **building's heating system**, the **meter**, the **heating smart meter** or the **HIU**, or we believe that it could cause problems if it isn't repaired or replaced, we may suspend the **heat supply** until your **home's heating system** is repaired or replaced to our standard by you or your landlord.

g. If you (or any person living with or visiting you) cause any damage to or fault in the **MHL Energy Network**, the **building's heating system** or the **meter**, **heating smart meter** or **HIU**,

you must pay the costs of any necessary repairs, replacements or maintenance.

- h.** You must tell us immediately if you know or believe that:
- any part of the **MHL Energy Network**, the **building's heating system**, the **meter**, the **heating smart meter** or the **HIU** is damaged or destroyed; or
 - anyone other than us or our agents has interfered with the **meter**, the **heating smart meter** or the **HIU**.
- i.** We will not carry out any repairs or maintenance in your home if we have good reason to believe that there is a health-and-safety risk, including the risk from dangerous materials, infestations or abuse.

12 Access, emergencies and planned maintenance

- a.** You must give us and our officers and agents safe access to your home, at all reasonable times, for the purposes listed below. You must make sure that access to the **meter**, **heating smart meter**, **HIU** and, where reasonably possible, the **building's heating system**, is not obstructed by furniture or other items. The purposes we will need access to your home for are as follows.
- i) Inspecting, repairing, replacing, installing, removing, testing, maintaining, or carrying out other activities relating to the **meter**, **heating smart meter**, **HIU**, the **building's heating system**.
- ii) Disconnecting the **heat supply** to your **home's heating system** in the circumstances allowed under this **agreement** and recovering any part of the **meter**, **heating smart meter** or **HIU** used by us.

Anyone visiting your home for the purposes above will carry an ID card which includes a colour photograph, their name and the name and contact details You can use to check their identity.

- b.** Except in an emergency, we will give you at least 48 hours' notice before we need access to your home.
- c.** If you and we agree a time for us to visit your home for any purpose relating to this **agreement**, and you do not:
- give us access at the agreed time; or
 - agree a different time with us at least four hours before we were due to visit;
- you will have to pay us a **call-out charge**.
- d.** If you do not give us access to your home, you will have to pay any reasonable extra costs necessary for us to carry out any work without access to your home.
- e.** If we need to suspend, interrupt or restrict the **heat supply** to your home to carry out planned maintenance to the **building's heating system** or the **MHL Energy Network**, we will give you at least:
- 3 days' notice if the supply is planned to be interrupted for no more than 4 hours; or
 - 10 days' notice if the supply is planned to be interrupted for more than 4 hours.
- f.** We aim to carry out any planned maintenance during the summer period.

Emergencies

- g.** We will come out to an emergency (for example, where we believe there is a serious risk of injury or serious damage to property) within four hours of being told about the situation.

13 Ending this agreement

Your right to end this agreement

- a. Except where Clause 19 applies, you may end this **agreement** by giving us at least 14 days' notice by sending a **Moving Out form** to us at metering:vitalenergi.co.uk or by writing to us at:
Vital Energi Utilities Ltd
Metering and Billing department
Century House
Roman Road
Blackburn
BB1 2LD

If more than one person is responsible for paying for the **heat supply**, any one of those people (as named on the front page) can give us notice. If the person who did not give us notice wants to keep receiving the **heat supply** they should contact us to put a new heat supply agreement in place.

- b. We will take a final meter reading on the date this **agreement** ends. If you move out of the 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.
- c. Even after ending this **agreement**, you still have to pay all **charges** that you owe.

Our right to end this agreement

- d. We can end this **agreement**, with no liability to you except as set out in Clause 14a, if any of the following apply.
- i) We have suspended or disconnected the **heat supply** to your home, as set out in Clause 8, for more than 30 days and:
 - we have sent you a final reminder letter and after 10 days you still haven't paid our **charges** or made arrangements to pay them; and
 - we have tried to visit you at your home (within the previous 7 days) to tell you about the overdue **charges** and give you notice that we may end this **agreement**.
 - ii) You or anyone living in or visiting your home has tried to use the **heat supply** without our permission or in a way designed to allow you or that other person to take any **heat supply** from the **MHL Energy Network** without paying for it. In this situation we will give you five days' notice before we end this **agreement** and will charge you for any **heat supply** measured by the **meter**.
 - iii) You no longer own or rent your home (whichever applies to you). In this situation we will give you three days' notice before we end this **agreement**.
 - iv) There is a fault with your **home's heating system** which is causing damage to or seriously affecting the **building's heating system** and you have not sorted the problem out after three months. In this situation we will give you 10 days' notice before we end this **agreement**.
 - v) Circumstances beyond our reasonable control (as set out in Clause 15) mean that we cannot provide your **heat supply** under this **agreement**. In this situation we will give you 14 days' notice before we end this **agreement**.

14 Consequences of ending this agreement

- a. You must pay all relevant **charges** up to the date this **agreement** ends. After this **agreement** ends, you will still be liable for anything you did that broke this **agreement** (for example, not paying our **charges**), and we will still be liable for anything we did that broke this **agreement** (for example, **service failures**).
- b. If we give you notice that we are going to suspend or disconnect the **heat supply** to your home, or you or we end this **agreement**, you must give us access to your home, at a reasonable time,

to suspend the **heat supply** to your home, alter or reconfigure the **meter** or remove the **meter** (as appropriate). You must not reconnect the **heat supply** to your home without our permission.

- c. If, after this **agreement** has ended, you continue living in your home and you use the **heat supply**, 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 home.

15 Events beyond our or your control

- a. You and we will not be liable for failing to meet the obligations under this **agreement** as a result of any of the following, as long as we have taken all reasonable steps to prevent or reduce the effect of the event or situation.
- i) Strikes or other industrial action, but not those involving our employees or anyone acting on our behalf unless the action is nationwide or industry-wide.
 - ii) Severe weather.
 - iii) The act or failure of a person who is not one of our directors, officers, employees, contractors or agents, or others who act on our behalf and their directors, officers and employees.
 - iv) Us not being able to get into your home to fix a fault, as set out in Clause 12c.
 - v) Circumstances which would cause us to break the **law** or which would be an immediate risk to any person or people.
 - vi) An event covered by Part 2 of the Civil Contingencies Act, 2004 (war, terrorism, threat to national security and so on).
 - vii) Other exceptional circumstances beyond our control, including gas and electricity supplies to the **MHL Energy Network** serving the building being interrupted due to circumstances beyond the control of the supplier.
- b. If you (or we) are having difficulties as a result of an event or situation listed in Clause 15a above, you (or we) must tell the other within two days of the event or situation arising. Your (or our) obligations under this **agreement** will be suspended until the problem is solved.

16 Limit of liability

- a. Nothing in this **agreement**:
- removes our liability for fraud or fraudulent statements;
 - removes our liability for death or personal injury resulting from our employees', officers' and agents' negligence; or
 - affects your legal rights as a consumer.
- b. We will not be responsible for any loss which, at the start of this **agreement**, we could not reasonably and honestly have expected to arise if we, our employees, our subcontractors or our agents did not meet the requirements of this **agreement**.
- c. We will be liable for direct loss or damage caused by our negligence or us breaking this **agreement**. Our liability in any 12-month period, for any one event, or any series of connected events, will be limited to £10,000. This limit will increase each year in line with the annual increase in the Consumer Prices Index (as published by the Office of National Statistics). This Clause 16 does not affect our obligations to provide the **service levels** set out in Schedule 2, or your rights to receive compensation for a **service failure**.
- d. You and Mersey Heat Limited will not be liable to each other for any indirect loss, such as loss of profits, income, business or goodwill, arising out of or under this **agreement**, except for our internal costs (for example, for administration or our repair team's costs for repairing damage).

17 Complaints

- a. Our complaints procedure is set out in the customer handbook you received and on our website at <http://www.merseyheat.co.uk>.
- b. If you have any comments or complaint about our services, phone our Customer Service team on **0151 245 2518**.
- c. We will always try to settle your complaint as quickly as possible. If, after following our full complaints procedure, you are still not satisfied with our response to your complaint, please contact the Ombudsman for Energy. The contact details are in the customer handbook you received and on our website.

18 Using your personal information

- a. We hold personal information about you and anyone else you give us personal information about, so that we can provide the **heat supply** to you and manage your account with us. Our data privacy policy (on our website at <http://www.merseyheat.co.uk>) sets out how we use the information and who can see it.
- b. When you enter into this **agreement** you are confirming that you have read our **Privacy Policy**.

19 Letting out your home

- a. If you let your home, we will enter into a new heat supply agreement with your tenant when you ask us to. If this happens, the following will apply.
 - i) The heat supply agreement we enter into with your tenant will be in the same form as this **agreement**. We will send the new heat supply agreement to either you or your tenant, whichever you prefer, for your tenant to sign.
 - ii) This **agreement** between you and us will automatically be suspended from the date the new heat supply agreement with your tenant starts. While this **agreement** 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 already had before the date this **agreement** was suspended.
 - iii) Before we suspend this **agreement**, 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.
 - iv) This **agreement** will automatically come into force again on the date the heat supply agreement with your tenant ends.
 - v) You must give us notice if your tenant is moving out.
 - vi) 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 final meter reading.

20 General

- a. We can transfer our rights and obligations under this **agreement** at any time after giving you written notice. We can subcontract any of our obligations under this **agreement**. You cannot transfer your rights or obligations under this **agreement** without our permission in writing.
- b. If we need to send you any notices under this **agreement**, we will send them to your email address, the property address or your contact address, as you indicated in the form on the front of this **agreement** or at any time after then. If we send any notice by post, it will be considered

to have been received on or before the third day after we posted it.

- c. If we ever do not enforce, or delay in enforcing, any right we have under this **agreement**, this will not prevent us from enforcing our rights in the future. For example, if we do not immediately take action to collect **charges** that you owe us, this will not prevent us from taking action in the future, as long as we do so within 12 months of the **charges** being due.
- d. If more than one person is named in part B on the front of this **agreement**, then each person is responsible for paying the **charges**. We can claim any unpaid **charges** from one or all of the people named, as long as we do not recover more in total than we are owed.
- e. This **agreement** includes everything agreed between you and us and replaces any previous agreement, whether in writing or not. You and we have not relied on anything that is not included in this **agreement**.
- f. Nobody other than you and us has any rights under this **agreement**.
- g. Each condition of this **agreement** is separate. If a court or other authority finds that you or we cannot enforce a certain clause, the other clauses of this **agreement** will still apply.
- h. Ending this **agreement** will not affect any clause which is intended to apply after the end of this **agreement**.
- i. We may change this **agreement**. For example, we may need to change it to keep to a **law** or regulation, or because the terms under which we are allowed to provide a **heat supply** to your home have changed or to reflect changes to tariffs. We are in the process of registering with Heat Trust (a customer protection scheme for the district heating sector). We may need to amend this **agreement** or our **service levels** if we are required to do so by the requirements of Heat Trust. We will put details of any change on our website and we'll give you at least 30 days' written notice of the change.
- j. This **agreement** is governed by English law, and both you and we agree to accept the decisions of the English courts.
- k. We will update these terms and conditions to reflect any best practice in the United Kingdom's heat-industry sector and any consumer-protection standards that are introduced.

21 Meaning of important terms used in this agreement

Here are the meanings and explanations of words that are printed in bold in this **agreement**.

agreement

The legal agreement between you and us, made up of these terms and conditions and any schedules referred to in them.

building's heating system

The heating and hot-water system in the **building** that provides the **heat supply** to your **home's heating system**, but not including your **home's heating system**.

fixed charge

A charge which covers some of our costs of maintaining and repairing the **MHL Energy Network**, **building's heating system** and making a **heat supply** available for you to use.

call-out charge

The charge you have to pay if you do not let us into your home at an arranged time.

charges

The charges you must pay us. These are:

- the **fixed charge**;
- the **consumption charge**;
- any **reconnection charge**;

- any **call-out charge**;
- any **debt-processing charge**; and
- any other amounts we are entitled to charge under this **agreement**.

consumption charge

The charge you pay for each unit of **heat supply** you have used. (A unit is equal to 1kWh of energy).

debt-processing charge

The charge you have to pay to cover our costs of recovering overdue **charges**.

direct-debit customer

You are a direct-debit customer if we have agreed that you can pay for your **heat supply** by variable direct debit each month.

Mersey Heat Limited or MHL

The company number is 07953056 and the registered office is Peel Dome Intu Trafford Centre, Traffordcity, Manchester, United Kingdom, M17 8PL.

Energy Prices Index

<https://www.gov.uk/government/collections/domestic-energy-prices>.

heating smart meter

A device in your home that shows how much heat you are using, your top-up history, your **PAYG balance** and details of the **heat supply** you have used in the past.

heat supply

The hot water produced by the **MHL Energy Network** for the purposes of providing heating and hot water in your home.

Heat Trust

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

HIU

The unit in your home that transfers heat from the **building's heating system** to your **home's heating system**.

home's heating system

The heating system inside your home, including all pipes, radiators, hot-water cylinders, thermostats, timers and other apparatus (but not including the **meter** or the **HIU**) which you or your landlord are responsible for.

law

Any reference to **law** includes:

- for so long as the United Kingdom remains part of the European Union, any enforceable community right within the meaning of section 2(1) European Communities Act 1972;
- any relevant guidance, direction or determination which we must follow; and
- any relevant judgement of an English court.

meter

The meter that is inside the **HIU** to measure the amount of **heat supply** used by your **home's heating system**. We are responsible for repairing and replacing the **meter** when appropriate.

MHL Energy Network

The heating network, equipment and machinery used to provide the **heat supply** to the **building's heating system**.

Moving Out form

The form that you will need to fill in if you want to end this **agreement**. You can get the form by

contacting our Customer Services team.

PAYG balance

The amount of credit you have for our **charges** to be taken from.

PAYG customer

You are a PAYG customer if you pay for your **heat supply** on a pay-as-you-go basis. This means that you buy credit using the various top-up methods, and the **charges** for the **heat supply** are taken from that credit (the **PAYG balance**).

planned interruption

An interruption in the **heat supply** which we have given you at least 48 hours' written notice of.

Privacy Policy

This is our policy on how we will:

- manage the information we hold about you, your account and other people living at your home; and
- keep to data protection laws relating to this information.

We may update the policy from time to time. The most recent **Privacy Policy** is on our website at <http://www.merseyheat.co.uk>. You can get a printed copy by phoning our Customer Service team on **0151 245 2518**.

Priority Services Register

If customers have special needs or a disability that means they need extra support, or are vulnerable, their details can be placed on this register. We provide a range of extra services to customers on this register to meet their needs.

reconnection charge

Our charge for reconnecting the **heat supply** to your home after we have suspended it under Clause 8.

reserve credit

When your credit balance reaches £0.00, we may allow you to 'borrow' an extra amount of credit (commonly known as emergency credit) on your **heating smart meter**. The **reserve credit** will be taken off your next top-up payment.

service failure

This is where we have failed to meet a **service level** set out in Schedule 2.

service-failure payment

The compensation we pay you for a **service failure**, as set out in Schedule 2.

service levels

The minimum levels of service we agree to provide under this **agreement**. The **service levels** are set out in Schedule 2. If we do not meet those levels, we will pay you compensation.

supply start date

The date the **heat supply** to your home starts, which is also the date that this **agreement** (and your tenancy agreement) starts.

unplanned supply interruption

An interruption in the **heat supply** which we have not given you at least 48 hours' written notice of.

Schedule 1 Our charges

1. Heat-supply charges

Our **charges** for the **heat supply** are made up of a **fixed charge** (for making the **heat supply** available to your home, regardless of whether you use it) and a **consumption charge** (for the **heat supply** you use). The **charges** on the date this **agreement** starts are as follows.

Charge	Before VAT
Fixed charge	£356.89 per year payable in equal amounts over 12 months
Consumption charge	6.48 pence a unit (kilowatt hour)

The **charges** in this Schedule 1 do not include of VAT (currently 5%) and are valid from 27 May 2021 until changed in accordance with the terms of this **agreement**.

2. Annual price review

We will change our heat-supply charges on 1 April each year as follows:

- We will increase the fixed charge in line with the Retail Prices Index published by the Office of National Statistics; and
- We will change the consumption charge by no more than the percentage change to the price of gas to domestic users, as set out in the Energy Prices Index.

3. Call-out charge

Our **call-out charge** (if you do not give us access to your home at an arranged time) is £30 per visit. We may increase the charge on 31 March each year in line with the annual increase in the Consumer Prices Index.

4. Debt-processing charge

The **debt-processing charge** is £0 We may increase the **debt-processing charge** on 1 April each year in line with the annual increase in the Consumer Prices Index.

5. Reconnection charge

The **reconnection charge** is £105. We may increase the **reconnection charge** each year in line with the annual increase in the Consumer Prices Index.

6. Other charges

We will charge you our reasonable costs of any associated repair or replacement if you damage the **meter**, **HIU** or **heating smart meter**. If we carry out any work you are responsible for under this **agreement**, we may charge you our costs.

Schedule 2

Service levels and service failures

Service levels

Our **service levels** are the levels of service we aim to provide under this **agreement**.

We aim to meet your expectations and provide a good standard of service. We can change our **service levels** without your permission, but not in a way which would disadvantage you. We will publish any change on our website and then tell you in writing as soon as possible.

Our current **service levels** are set out in the table over the page.

Service failures

Service failures are instances where we fail to meet a **service level**.

If we fail to meet a **service level**, you will be entitled to compensation, known as a **service-failure payment**, as shown in the table over the page. To claim the **service-failure payment**, give us details of the **service failure** by:

- phoning Us on **0151 245 2518**.
- Sending an email to metering@vitalenergi.co.uk; or
- writing to Us at Vital Energi Utilities Ltd, Metering and Billing department, Century House, Roman Road, Blackburn, BB1 2LD.

Item	Standard	Service level	Service failure	Service payment
1	Planned supply interruption	Planned supply interruptions to be completed within 5 days of commencement of the relevant planned supply interruption	Planned interruptions lasting longer than 5 days – a payment shall be made for each period of 24 complete hours beginning at 00:00 hours on day 6	<p>If claimed by the Customer within 3 months</p> <p>£30 for each full 24-hour period starting at 00:00 on the fifth day after the planned interruption, up to a total limit of £150 a year.</p> <p>You must claim the service-failure payment within three months of the service failure.</p>
2	Unplanned supply interruption	The Heat will be available to you within 24 hours of the start of any unplanned interruption	When we have failed to make Heat available within 24 hours of the interruption.	<p>£100 as a one-off payment for each full 24-hour period that a heat supply of at least 50°C is not available, capped at a total of £200 a year.</p> <p>You must claim the service-failure payment within three months of the service failure.</p>

3	Several unplanned supply interruptions in a year	No more than 6 unplanned interruptions, lasting for over 12 hours, during a 12 month period	When you have told us about six or more unplanned interruptions, lasting for over 12 hours, during a 12 month period.	A one-off payment of £54. This payment is on top of any other service-failure
4	Maintaining the service to vulnerable customers when the heat supply is interrupted	We will make sure that arrangements are made to supply alternative heating to vulnerable heat customers.	When a planned or unplanned interruption has lasted for longer than 18 hours and we have not provided an alternative heat source	A one-off payment of £24

Notwithstanding the above, no Service Payment will be payable to the Customer for any failure to achieve the relevant service level if the failure is caused by one of the following circumstances.

Items 2,3 and 4	You break the terms of this agreement
Item 2 only	<p>MHL is prevented from providing Heat to your home by any of the circumstances set out in Clause 10, although MHL will use reasonable endeavours to mitigate the consequences of any such circumstances and resume provision of the Heat as soon as possible</p> <p>MHL is required by Law to shut down the MHL Energy Network provided that the need to shut down the MHL Energy Network does not relate to or arise out of any breach of this agreement by MHL or any negligent act or omission by MHL</p> <p>MHL has suspended the Heat because MHL believes on reasonable grounds that it is necessary to do so to avoid:</p> <ul style="list-style-type: none"> i. endangering the life of any person; or ii. endangering any physical property, provided that both the relevant damage to such property and its economic impact are likely to be material, <p>provided, in each case, that the need to suspend the Heat does not relate to or arise out of any breach of this agreement or any negligent act or omission by MHL.</p> <p>MHL has suspended the Heat to your home pursuant to Clause 8 of this agreement.</p>
	Where the event which causes the interruption also causes an interruption to more than 20% of MHL's customers.

Schedule 3 Home heating system diagram

The diagram below shows how the **heat supply** gets to your home and is circulated around your home, and who is responsible for the parts. The diagram is only an example. The position of pipes and other items may be different in your home.

Our responsibility: the MHL Energy Network

Equipment		What it does
1.	Heat supply flow (hot water)	Brings hot water from the MHL Energy Network via the building's heating system, to the HIU.
2.	Heat supply return (cool water)	Takes cooler water from the HIU back to the MHL Energy Network, via the building's heating system.
3.	HIU	Transfers heat from the building's heating system to your Home's Heating System. The Meter inside the HIU measures the amount of Heat Supply you use.
4.	Heating Smart Meter	The Smart Meter lets you keep track of your energy usage and how much you spend. It has an easy-to-use touch screen that shows your meter readings, heat use and top-up history. We communicate with the Smart Meter using a SIM card to receive your meter readings automatically. This lets you pay for the Heat Supply you use in real time.

Your / your landlord's responsibility: Your Home's Heating System

5.	Cold water main supply	Brings water from the mains to the HIU. After it is heated, provides hot water to your Home Heating System.
6.	Home Heating System pipework	Circulates heat from the HIU to your Home's Heating System and brings cooler water back.
7.	Heating thermostat / programmer	Your heating control. Lets you set times and temperatures for your heating to turn on and off. This may be a separate thermostat and programmer or a combined device.
8.	Radiators and Thermostatic Radiator Valves (TRVs)	The radiators provide heating in each room. The TRV allows you to control the temperature in the room.
9.	Shower and taps	Provide the hot water in your kitchen and bathroom.

Schedule 4

Meter, HIU and heating smart meter exclusions

In connection with our obligation to maintain, repair or replace your **meter, HIU and heating smart meter**, we will not be liable for the following.

1. The costs of repairing the **meter, HIU or heating smart meter** if the repair is needed because of damage caused by you, or the cost of work carried out by someone other than us.
2. Any loss or damage to property as a result of the **meter, HIU or heating smart meter**, or your **home's heating system**, breaking or failing, including any cleaning needed, or any damage to your belongings, fixtures or furniture, unless the loss or damage is caused by us.
3. Repairing any holes or surfaces beyond filling them in or making surfaces level.
4. Repairing faults or damage caused by subsidence (movement of the ground beneath the building your home forms part of), structural repairs, accident, fire, lightning, explosion, flood, storm or freezing weather conditions.
5. Any costs to gain access to the **meter, HIU or heating smart meter** (such as removing your fixtures and fittings or repairing and making them good) other than removing an access panel, opening cupboard doors or getting access through access points designed by the developer of your home.
6. Replacing any appliances, bathroom fixtures, showers and sanitaryware unless the loss or damage is caused by us.
7. Upgrades that you may want to have carried out to improve the **meter, HIU, heating smart meter** or your **home's heating system**.
8. Replacing or repairing parts which do not affect how the **meter, HIU, heating smart meter** or your **home's heating system** works or performs (for example, any decorative parts).
9. Other than the **heating smart meter**, resetting any controls after a change in season.
10. Providing cash alternatives instead of us carrying out any repairs or maintenance, or providing replacements.
11. The costs of repairing damage or breakdowns caused by changes to or problems with any other energy-supply services.
12. Loss or damage to the **meter, HIU, heating smart meter** or your **home's heating system** if the building's or your home's communication system or network frequency is changed (outside our control) and this interferes with the **meter, HIU, heating smart meter** 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 sludge or limescale from your **home's heating system** or any appliance, or repairing damage caused to the **meter, HIU** or your **home's heating system** by sludge or limescale within your **home's heating system**, unless the sludge or limescale is our fault.
15. The water treatment of any water circuits in your **home's heating system** except where we have drained your **home's heating system**.