

Energy Supply Contract Application

This contract is based on the details presented on your price quotation. Please check the details carefully.

Quotation reference

Quotation date

Multisite customer name (If applicable)

1. Charity name and contact information

Charity name

SIC code

Charity number

Registered address

Postcode

Contact name

Email address

Landline no.

Mobile no.

1.1 Company type - Charity

2. Billing details

Billing address

Postcode

Contact name

Landline no.

Mobile no.

Email address

Note: Microbusiness - a non-domestic consumer is defined as a microbusiness if they meet one of the following criteria:

- Employs fewer than 10 employees (or their full time equivalent) and has an annual turnover or balance sheet no greater than €2 million, or
- Consumes not more than 100,000 kWh of electricity per year, or
- Consumes not more than 293,000 kWh of gas per year.

SIC CODE: The Standard Industrial Classification is a system for classifying industries by a four digit code. It is used by government agencies to classify industry areas. For more information please visit: business.utilita.co.uk/help/faqs

3. Payment method

Fixed or Variable Direct Debit

Direct debit collection day

*Please complete the Direct Debit instructions

4. Supply details

Supply address

Contact name

Email address

Postcode

Landline no.

Mobile no.

4.1 Moving in (if applicable)

Date moved in

5. Electricity

MPAN (Supply no.)

S

Meter serial no.

Current supplier

Are you in a fixed contract?

Your proposed start date*

Do you currently have a smart/AMR meter?

Your proposed end date

5.1 Current reads

Rate 1

Rate 3

Rate 2

Date read(s) were taken

5.2 Contract rates (As per tariff name below. Prices shown excluding VAT & CCL where applicable)

Tariff name

Night rate (p/kWh)

Standing charge (p/day)

Do you have a direct agreement for data aggregator and data collector services?

Single/day rate (p/kWh)

Evening & weekend rate (p/kWh)

Contract term (years)

If yes, please confirm provider

Estimated commission payable (£)**

Uplift amount (p/kWh)

Estimated annual usage (kWh)

Total monetary value

5.3 Meter installation

Preferred install date

Access details

Preferred install time

*The supply start date may not be the date proposed on this form, the actual start date will be subject to us having a confirmed registration as supplier for each supply point. It takes a minimum of 5 working days to switch supply. Your end date will be 12/24/36 months from your actual start date.

**We calculate commission payments by multiplying the Estimated Annual Consumption amount by uplift amount by contract length. This is an estimated amount to be paid to a broker in pounds and pence for the duration of the contracted term.

The contract is based on Utilita's understanding of the information given by, or on behalf of, the customer as summarised above. Utilita reserves the right to vary the contract should any information prove incorrect or change. The contract relates to prices only. Consumption will be as metered and the charges relate to each metering point. Utilita accepts no responsibility should any information provided to us be incorrect.

The prices include

- The energy component
- DUoS Charges
- Transmission losses
- Transmission charges
- Settlement charges
- Distribution losses

Note: Climate Change Levy (CCL) and VAT (where applicable) are not included.

All other costs, if incurred, will be passed on at cost.

The contract is subject to our standard terms and conditions of contract, availability of supply and satisfactory credit status. A copy of the standard terms and conditions is available on request and on our website. Additional forms such as VAT declarations should be completed separately and returned with the contract.

The contract is not complete until accepted by Utilita and we reserve the right to withdraw the prices at any time without notice before our acceptance. Utilita's terms and conditions include provisions which limit Utilita's liability to the customer.

The contract will become effective once it has been signed by you and accepted by us. We will send you a letter within 10 days of our acceptance of this application and provide further details about your supply contract. The contract includes: (1) this Energy Supply Contract Application; (2) Utilita's Principal Terms; (3) Utilita's Terms and Conditions; (4) if applicable, the Schedule of gas for "Out of Contract" rates for non-domestic customers; and (5) if applicable, the Schedule of electricity for non-half hourly "Out of Contract" rates for non-domestic customers.

End of Contract

If you are on a Fixed Price Energy Plan, we will write to you at least 60 days before the end of your contract to explain your options. We will charge you our Out-of-Contract rates for any energy you use after your original contract end date unless you agree a new fixed term contract or switch to a new energy supplier.

If we offer you a contract which allows us to automatically extend the terms at the end of the Contract End Date set out in this Application, you may instruct us not to do so at any time before the Contract End Date by writing to us.

Termination fees

The termination fee applicable to the contract (if you decide to leave before the end of the agreed contract term) will be 20% of your monthly price multiplied by the number of months remaining in your fixed term contract. Your monthly price will be based on a twelfth of your estimated annual consumption multiplied by your energy rate plus any standing charge. Your estimated annual consumption will be calculated based on your energy usage over the period you have been supplied by Utilita Energy and any other relevant available information. Please visit our website at utilita.co.uk/business/help to see examples of how we calculate termination fees. If you are on our Out-of-Contract terms, you will not have to pay a termination fee.

To accept the contract please sign below and return one copy to us at businesscontracts@utilita.co.uk

The Customer (Please note that in order to process your contract, the following fields are mandatory)

I confirm acceptance of Utilita Energy's T&Cs

I confirm acceptance of the terms of this contract

Name

Signature

Position

Date

^By signing this, you are agreeing to enter into a legally binding contract with Utilita Energy Limited, once you have received written notification of our acceptance. You are agreeing that you have authority to enter into this contract on behalf of the company. If you are signing on behalf on the above named customer:

1. You agree to indemnify us against any costs, losses or expenses of any nature which we occur, directly or indirectly, as a result of you not being authorised to enter into this contract or to act on behalf of the above named customer.
2. You confirm that the customer has read the relevant terms & conditions of supply and agrees that any contract the parties enter into will incorporate them. Further you confirm that the customer accepts that under the relevant terms, we may communicate with them in writing that is sent or received by electronic communication.

I do want to receive marketing information in the future by

Email

Text

Post

^Future marketing refers to marketing activities which you will receive by post, text or email depending on your preferred method of contact. This can refer to but is not limited to information on products and services we may wish to offer you based upon information which you have volunteered to us or information relating to your previous purchases.

Commission

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

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

The uplift amount shall be capped at 1p per kWh. This means that you are charged for your actual energy consumption during the relevant period **plus the uplift amount which is capped at 1p per kWh (the third-party introducer's commission)**. Commission is calculated monthly in arrears from the supply start date until the supply end date. You may request a statement of the commission paid, and/or due to be paid, at any time.

Your Energy Bill Discount Scheme

With many businesses struggling right now and wholesale costs reaching unprecedented levels, the government have announced the Energy Bill Discount Scheme to support businesses with energy costs for the next 12 months. The scheme will run from 1 April 2023 – 31 March 2024. This scheme will replace EBRS (Energy Bill Relief Scheme) when it comes to an end on 31st March 2023.

Under the Energy Bill Discount Scheme there is a new Government Supported price. This price sets a level on wholesale price. We work out the difference between the wholesale price of your energy and the new Government Supported Price and apply a discount to your contracted rates.

There's nothing you need to do – we'll automatically adjust your charges. You'll see this on your bill, plus you can visit our website for more information. The rates quoted on this statement of renewal terms are exclusive of the Energy Bill Discount Scheme. The discount will be reflected in the rates displayed on the bills until March 2024.

Other Information

The contract is based on Utilita's understanding of the information given by, or on behalf of, the customer as summarised on the following pages. Utilita reserves the right to vary the contract should any information prove incorrect or change. The contract relates to prices only. Consumption will be as metered and the charges relate to each metering point.

The contract includes

- Wholesale Cost
- Assistance for Areas with High Energy
- Distribution Costs (AAHEDC) Balancing Services Use of System (BSUoS)
- Residual Cashflow Reallocation Cashflow (RCRC)
- Distribution Use of System (DUoS)
- Transmission Network Use of System (TNUoS)
- Transmission Losses (loss)
- Distribution Losses (Dos)
- *Supply Capacity (kVA)
- Contract for Difference (CfD)
- Capacity Market (CM)
- Energy Intensive Industry (EII)
- Data Collector (DC)
- Data Aggregator (DA)
- Renewables Obligations (RO)
- Feed In Tariff (FITs)
- Elexon

The contract does not include

- Excess Supply Capacity (Excess kVA)
- **Reactive Power (kVARh)
- Value Added Tax (VAT)
- Climate Change Levy (CCL)
- **Meter Operator Charges (MOP)
- Any additional Government Charges

The contract is subject to our standard terms and conditions of contract and supplemental Half Hourly contract terms, availability of supply and satisfactory credit status. A copy of the applicable terms and conditions is available on request and on our website. Additional forms such as VAT declarations should be completed separately and returned with the contract.

The contract is not complete until accepted by Utilita and we reserve the right to withdraw the prices at any time without notice before our acceptance. Utilita's terms and conditions include provisions which limit Utilita's liability to the customer.

The contract will become effective once it has been signed by you and signed and accepted by us. The contract includes: (1) this Half Hourly Energy Supply Contract Application; (2) Utilita's Principal Terms & Conditions; (3) Utilita's Terms & Conditions for the Provision of Services to Commercial Supplies (available on our website); (4) Supplemental Half Hourly contract terms (5) if applicable, the Schedule of electricity for non-half hourly/half hourly "out of contract" rates for non-domestic customers.

By entering into this agreement, you are entering into the standard connection agreement.

*Your chargeable capacity will be notified to us by your Network Operator and may vary from time to time. We will pass through your Agreed Supply Capacity charge as agreed between yourself and the Network Operator. Should this agreement change, Utilita will continue to pass the charge through based upon the new agreement. Where the Agreed Supply Capacity is exceeded, the Network Operator will charge for the excess used. Where this occurs Utilita will pass this charge on.

**Where reactive power charges are incurred they will be passed through to you at cost.

***It is mandatory for you to have a contract with your own chosen Meter Operator. Where Utilita are unsuccessful in appointing your Meter Operator, Utilita will appoint their own Meter Operator and pass through any costs incurred

Instruction to your Bank or Building Society to pay by Direct Debit

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

Utilita Energy Limited, Office 45-46 Lanswoodpark
Business Centre, Broomfield House, Broomfield Road,
Elmstead Market CO7 7FD

Alternatively, you can scan a signed copy and email it to businesscontracts@utilita.co.uk

Service user number

281165

For Utilita Energy official use only. This is not part of the instruction to your bank or building society.

Name(s) of account holder(s)

Instruction to your bank or building society: Please pay Utilita 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 Utilita Energy Limited and, if so, details will be passed electronically to my bank/building society.

Bank account number

Branch sort code

Name of your bank or building society

Full postal address of your bank or building society

Quotation Reference or MPAN/MPRN

Signature

Date

IMPORTANT: to ensure we allocate the payment to the right account, please provide a reference Number.

Banks and Building Societies may not accept Direct Debit Instructions for some types of accounts.



The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Utilita Energy Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Utilita
- Energy Limited to collect a payment, confirmation of the amount and the date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Utilita 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 Utilita Energy Limited asks you to.
- 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.