

U4 UTILITIES

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U4 INDUSTRY COMPLIANCE & PROCEDURE

U4 UTILITIES LTD - ACCURATE AND COMPLETE SERVICE

During the sales process, all non-domestic customers can expect to receive accurate and complete information from *U4 Utilities Ltd* and *U4 Utilities UK* to help them make an informed decision.

U4 Utilities Ltd and *U4 Utilities UK* expects its sales agents, Account Managers and associates to provide information about the non-domestic energy product being offered in a way that is not misleading before the contract is entered into.

Why does *U4 Utilities Ltd* and *U4 Utilities UK* do this? The impact of not doing so could mean that as our customer you would have been given incorrect information in transferring their gas or electricity and water service partners, therefore making sure through our customer Compliancy check list procedure means this will never happen to our customers (Please see below checklist procedure from *U4 Utilities Ltd* and *U4 Utilities UK*).

U4 SERVICES PRESENTED IN A FULL AND PROFESSIONAL MANNER

During the on boarding process, all non-domestic customers can expect to be treated in a way that is fair, honest, transparent, appropriate and professional to all our *U4 Utilities Ltd* and *U4 Utilities UK*'s customers.

U4 Utilities Ltd and *U4 Utilities UK* expects its sales agents, Account Managers and Associates to behave and act in a way that is fair and professional and present information about the non-domestic energy products in a clear and fair way. This is why our 15 point check list on regulatory policy and fairness is followed by each of our staff and is pivotal to all our ongoing training within *U4 Utilities Ltd* and *U4 Utilities UK*.

Why do we implement our compliance policy and check lists? The impacts of not doing so may mislead the customer or cause them to feel pressured into agreeing the sale, or they may be given wrong information that otherwise may have saved them more from their energy consumption.

U4 UTILITIES

U4 - UNDERSTOOD BY OUR CUSTOMERS

During the energy provisioning process, all non-domestic customers can expect to fully understand the contract they are entering into.

U4 Utilities Ltd and U4 Utilities UK expects its staff and agents, Account Managers and Associates to provide appropriate information so that the customer fully understands the contract that they are entering into, including that it is legally binding, and to confirm that the customer agrees to do so. U4 create Clarity of terms and agreements with every customer and we always participate in a pre-live phone call with every customer to make sure they fully understand the process, the switch or upgrade of their tariffs and suppliers.

Why do we do this? The impacts of not doing so are the customer may enter into a contract on the basis of incomplete or misleading information or without realising that they have done so. U4 at all costs NEVER want this to happen to any customer but in the very unlikely event this does then rest assured our compliancy policy will be reviewed and any errors put right for you immediately.

U4'S PRODUCTS OR SERVICES MUST BE APPROPRIATE FOR THE CUSTOMER

During the sales process, all non-domestic customers can expect to be offered products or services that are appropriate for their individual and business requirements.

U4 Utilities Ltd and U4 Utilities UK expect its Staff and agents, Account Managers and Associates to offer products or services that are appropriate for the customer's individual and business requirements. Only those products or services that are appropriate for the customer will be discussed or provided.

Why? The impacts of not doing so are that the customer may enter into a contract that is not appropriate for their individual and business requirements. All non-domestic customers can expect that they will be offered, whether this be through a third party or directly through U4 Utilities Ltd and U4 Utilities UK, only products or services that are appropriate for their individual circumstances and business.

U4 UTILITIES

U4 CLIENT CHECK LIST COMPLIANCY FOLLOW FLOW PROGRAM

Why a compliancy checklist? The impacts of not doing so are that the customer may enter into a contract that is not appropriate for their individual and business requirements and the added purpose is to make sure that all of our staff advise and manage all our customers that we value highly, and it also helps with our internal monitoring, ongoing staff training and development and of course industry compliancy which is in place to protect you our customers!.

The check list comprises of about 15 items and a copy of this can be found on our website www.u4utilities.co.uk

U4 COMPLAINTS PROCEDURE

COMPLAINTS

U4 UTILITIES are committed to providing excellent customer service to all our clients and we take complaints extremely seriously.

If you have a complaint about any part of our service we want to hear from you so that we can build improvements into our policies, processes and procedures.

Our complaints procedure is very simply, clear and quick. We follow a very precise and simple process to make it as painless for our customers as possible, a simple visit to our website on this link:

<http://www.u4utilities.co.uk/complaints.php>

This will take you to our automated complaints procedure where we endeavour to respond and investigate within 24 hours upon initial contact. The complaints procedure is on the U4 Utilities.co.uk website located here: <http://www.u4utilities.co.uk/complaints.php>

Complaints Flow chart and Process below:

U4 UTILITIES

U4 UTILITIES: _Complaints Flow chart and Process: www.u4utilities.co.uk/complaints

1. **GOOD LISTENERS:** Please fill in the fields in the complaints form below. We will listen to your concerns, accept ownership of the problem and ensure a smooth process to a satisfactory conclusion.

2. **UNDERSTANDING COMPANY:** We will always remain calm, cheerful and helpful and take responsibility in resolving the problem.

3. **RECORD OF COMPLAINT:** The complaints form below will collect the basic information of the problem, throughout the complaints process we will record all the relevant information as we speak to you in depth to gain a resolution.

4. **PROMISES:** We won't promise what we cannot deliver. We prefer to under-promise and over-deliver.

5. **SPEED OF RESPONSE:** If complaints take days to resolve or are forgotten, we know they will escalate. As a company this is unacceptable so we aim to gain complaint resolution within 24 hours.

6. **KEEPING YOU INFORMED / FOLLOW UP:** We will follow up on all resolved issues to see if you were happy with how the complaint was handled. We will always let you know what we are doing and will look to avoid problems in the future.

U4 TERMS & CONDITIONS

The Customer's attention is particularly drawn to the provisions of clause 7.

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day	A day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
Commencement Date	has the meaning set out in clause 2.2;
Conditions	these terms and conditions as amended from time to time in accordance with clause 9.7;
Contract	the contract between U4 Utilities Ltd and U4 Utilities UK and the Customer for the supply of Services in accordance with these Conditions;
Customer	the person or firm who receives Services from U4 Utilities Ltd and U4 Utilities UK;
Letter of Authority	the Customer's signed letter of authority appointing U4 Utilities Ltd and U4 Utilities UK as its agent in connection with the Services;
Schedule of Services	the services set out in clause 4.1 and any description document attached to the Conditions entitled Schedule of Services ;
Service(s)	the services supplied by U4 Utilities Ltd and U4 Utilities UK to the Customer as set out in clause 4.1 and the Schedule of Services;
U4 Utilities Ltd and U4 Utilities UK	U4 Utilities Ltd and U4 Utilities UK registered in England and Wales with company number 10049967 of Suite B2, Romany Works Business Park, Wareham Road, Poole, Dorset BH16 6JL; and
Supplier	an OFGEM licensed broker of gas and electricity and water in the UK.

1.2 In these Conditions, the following rules apply:

1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and

1.2.4 a reference to writing or written includes faxes and e-mails.

U4 UTILITIES

2. BASIS OF CONTRACT

2.1 The Letter of Authority constitutes a contract between U4 Utilities Ltd and U4 Utilities UK and the Customer to receive the Services in accordance with these Conditions. This also gives us your authority to act on your behalf in managing your energy billing for your business.

2.2 The contract set out in clause 2.1, shall be deemed to commence when the Customer signs the Letter of Authority, at which point and date the Contract shall come into existence (Commencement Date), unless U4 Utilities Ltd and U4 Utilities UK and the Customer have previously entered into a separate written contract which has not been terminated.

2.3 The Customer agrees that it has appointed U4 Utilities Ltd and U4 Utilities UK to supply the Services on an exclusive basis, and that it shall not appoint another party or agent to supply the Services in competition with U4 Utilities Ltd and U4 Utilities UK for the duration the Signed contract. All customers will have a Letter Of Authority Contract that normally lasts for 12 months upon being signed this allows us to act on their behalf to look at cost efficiency across the energy market, although this does not commit end users businesses from using other providers. The LOA (Letter Of Authority) period of 12 months is a free services offered to all businesses by U4 Utilities Ltd and U4 Utilities UK.

2.4 The Contract constitutes the entire agreement between the parties and supersedes any previous arrangement, understanding or agreement between the Customer and U4 Utilities Ltd and U4 Utilities UK, unless U4 Utilities Ltd and U4 Utilities UK and the Customer have previously entered into a separate written contract which has not been terminated. The Customer acknowledges that it has not relied on any statement, promise, warranty or representation (whether made negligently or innocently) made or given by or on behalf of U4 Utilities Ltd and U4 Utilities UK which is not expressly set out in the Contract. The Customer agrees that all liability for and remedies in respect of any representations are excluded except as expressly provided in the Contract.

2.5 Any descriptive matter or advertising issued by U4 Utilities Ltd and U4 Utilities UK, and any descriptions contained in U4 Utilities Ltd and U4 Utilities UK's advertising or marketing material, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force; unless expressly set out in clause 4.1 and the Schedule of Services.

2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. SUPPLY OF SERVICES

3.1 Subject to clauses 8 and 9.1 U4 Utilities Ltd and U4 Utilities UK shall from the Commencement Date supply the Services to the Customer in accordance with the Conditions.

3.2 U4 Utilities Ltd and U4 Utilities UK shall use all reasonable endeavours to meet any performance dates provided by U4 Utilities Ltd and U4 Utilities UK from time to time; provided always any such dates shall be estimates only and time shall not be of the essence for performance of the Services or any part thereof by U4 Utilities Ltd and U4 Utilities UK.

U4 UTILITIES

3.3 U4 Utilities Ltd and U4 Utilities UK shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement or which do not materially affect the nature or quality of the Services, and U4 Utilities Ltd and U4 Utilities UK shall notify the Customer in any such event.

3.4 U4 Utilities Ltd and U4 Utilities UK warrant to the Customer that the Services will be provided using reasonable care and skill.

4. THE SERVICES

4.1 The Services refer to and include the arrangement of the supply of gas and/or electricity/ water and meter installations for the Customer by U4 Utilities Ltd and U4 Utilities UK, with a view to the Customer entering into a contract with a Supplier, unless specifically excluded by a separate agreement in writing. U4 Utilities Ltd and U4 Utilities UK will not be party to any such contract with a Supplier, and all contracts are subject to the relevant Supplier's own terms and conditions.

4.2 The Customer acknowledges and agrees that in order to provide the Services, U4 Utilities Ltd and U4 Utilities UK may pass the information, or any part thereof, that the Customer provides to U4 Utilities Ltd and U4 Utilities UK in accordance with clause 5.1 to Suppliers for the purpose of obtaining quotations from such Suppliers.

4.3 U4 Utilities Ltd and U4 Utilities UK is not obliged to include any or all Suppliers as part of the provision of the Services, and may at any time exclude any Supplier (or any product or service of any Supplier).

4.4 As a result of using the Services the Customer acknowledges that U4 Utilities Ltd and U4 Utilities UK may be paid a referral fee or commission from a Supplier for arranging energy contracts between it and the Customer.

4.5 The Customer acknowledges and agrees that it will be responsible for the payment of any amounts payable to any Supplier in accordance with the terms of any agreement entered into with such Supplier, and that U4 Utilities Ltd and U4 Utilities UK will not be liable for any such payment.

4.6 The Customer warrants and represents that any information that it provides to U4 Utilities Ltd and U4 Utilities UK is true, complete and accurate and it shall promptly inform U4 Utilities Ltd and U4 Utilities UK of any changes to such information.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

5.1.1 ensure that any information, data or documents provided by the Customer to U4 Utilities Ltd and U4 Utilities UK, from time to time, are complete, up to date and accurate;

5.1.2 co-operate with U4 Utilities Ltd and U4 Utilities UK in all matters relating to the Services;

5.1.3 on demand provide U4 Utilities Ltd and U4 Utilities UK with such information, data or documents as U4 Utilities Ltd and U4 Utilities UK may require from time to time in order to supply the Services;

U4 UTILITIES

5.1.4 provide such assistance as U4 Utilities Ltd and U4 Utilities UK may reasonably require from time to time in relation to the Services;

5.1.5 immediately inform U4 Utilities Ltd and U4 Utilities UK if there is any change in the Customer's circumstances and/or business, which may affect the provision of the Services;

5.1.6 provide authority to enter into discussions and/or arrangements with such utility providers as U4 Utilities Ltd and U4 Utilities UK may determine as part of the provision of the Services and the Customer agrees that U4 Utilities Ltd and U4 Utilities UK may supply any information, data or document U4 Utilities Ltd and U4 Utilities UK may receive from the Customer to any such utility provider; and

5.1.7 Comply with the provisions of the Bribery Act 2010 and any other applicable legislation.

5.2 If U4 Utilities Ltd and U4 Utilities UK's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer in connection with, or related to, the Services or failure by the Customer to perform any relevant obligation (Customer Default):

5.2.1 U4 Utilities Ltd and U4 Utilities UK shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays U4 Utilities Ltd and U4 Utilities UK's performance of any of its obligations;

5.2.2 U4 Utilities Ltd and U4 Utilities UK shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from U4 Utilities Ltd and U4 Utilities UK's failure or delay to perform any of its obligations as set out in these Conditions; and

5.2.3 The Customer shall reimburse U4 Utilities Ltd and U4 Utilities UK on written demand for any costs or losses sustained or incurred by U4 Utilities Ltd and U4 Utilities UK arising directly or indirectly from the Customer Default, subject to a minimum of amount of £250.

5.3 The Customer warrants and represents that all information, data and documents provided by it to U4 Utilities Ltd and U4 Utilities UK from time to time are complete, up to date and accurate.

6. CONFIDENTIALITY

6.1 A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as necessary for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

6.2 This clause 6 shall survive termination of the Contract.

7. LIMITATION OF LIABILITY

7.1 Nothing in these Conditions shall limit or exclude U4 Utilities Ltd and U4 Utilities UK's liability for:

7.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

7.1.2 fraud or fraudulent misrepresentation;

7.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

7.1.4 any other liability which it is illegal or unlawful for U4 Utilities Ltd and U4 Utilities UK to limit or exclude liability for.

7.2 Without prejudice to clause

7.2 U4 Utilities Ltd and U4 Utilities UK shall not under any circumstances whatsoever, be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

7.2.1 loss of profit;

7.2.2 loss of goodwill;

7.2.3 loss of business;

7.2.4 loss of anticipated saving;

7.2.5 special, indirect or consequential damage;

Suffered by the Customer arising under or in connection with the Contract.

7.3 Without prejudice to clauses 7.1 and 7.2, U4 Utilities Ltd and U4 Utilities UK's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the aggregate commission received by U4 Utilities Ltd and U4 Utilities UK from a utility provider in connection with the Services provided to the Customer.

7.4 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.5 This clause 7 shall survive termination of the Contract (for whatever reason).

8. TERMINATION

8.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

U4 UTILITIES

8.1.1 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

8.1.2 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

8.1.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

8.1.4 the other party is the subject of a bankruptcy petition or order;

8.1.5 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

8.1.6 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

8.2 U4 Utilities Ltd and U4 Utilities UK may promptly terminate the provision of the Services at any time by providing written notice to the Customer.

9. GENERAL

9.1 Force majeure:

9.1.1 for the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of U4 Utilities Ltd and U4 Utilities UK including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of U4 Utilities Ltd and U4 Utilities UK or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of any current or potential utility provider (whether engaged by the Customer, U4 Utilities Ltd and U4 Utilities UK or not);

9.1.2 U4 Utilities Ltd and U4 Utilities UK shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

9.1.3 if the Force Majeure Event prevents U4 Utilities Ltd and U4 Utilities UK from providing any of the Services for more than 30 days, U4 Utilities Ltd and U4 Utilities UK shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

9.2 Assignment and subcontracting:

U4 UTILITIES

9.2.1 U4 Utilities Ltd and U4 Utilities UK may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent;

9.2.2 the Customer shall not, without the prior written consent of U4 Utilities Ltd and U4 Utilities UK, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

9.3 Waiver:

9.3.1 a waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy;

9.3.2 unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

9.4 Severance:

9.4.1 if a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected;

9.4.2 if any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

9.5 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

9.6 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

9.7 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by U4 Utilities Ltd and U4 Utilities UK.

9.8 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

10. COMPLAINTS

Complaint Handling Statement and Procedure for Micro-Business Customers

At U4 Utilities Ltd and U4 Utilities UK we are committed to offering the very best in customer service. However, in recognition of the fact that things do sometimes go wrong, we have produced this Complaint Handling Statement to show what will happen if you have cause to complain to us. Please view the flow chart and complaints procedure and online email complaints at this link:

<http://www.u4utilities.co.uk/complaints.php>

If you are not a micro-business then you should initially direct your complaint to your dedicated account manager.

If your complaint is about an energy supplier as opposed to U4 Utilities Ltd and U4 Utilities UK and their partners, you should initially raise the complaint directly with the supplier themselves. This can then be escalated to the Energy Ombudsman if you are not happy with the outcome. More advice and contact details can be found on the Energy Ombudsman website (www.ombudsman-services.org/energy).