

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF HEAT AND HOT WATER TO DOMESTIC CUSTOMERS

1 DEFINITIONS

- 1.1 **"AH&P"** means Aberdeen Heat and Power Company Limited, Company Number SC233625, having its registered office at 15 Atholl Crescent, Edinburgh EH3 8HA and a place of business at 63 Cotton Street, Aberdeen AB11 5EG.
- 1.2 **"Bill"** means an invoice for the provision of the supply that is sent to you in accordance with this contract.
- 1.3 **"Charges"** means the charges payable by you for the supply as set out in this contract, which may be adjusted in accordance with this contract.
- 1.4 **"Complaints Handling Procedure"** means our procedure for handling complaints contained in our Welcome Pack and available on our website.
- 1.5 **"Contract"** means these General Terms and Conditions and the Key Terms and any other document referred to or notified by us from time to time.
- 1.6 **"Data Protection Legislation"** means any laws or regulations relating to data protection, the processing of personal data or privacy, including the Data Protection Act 2018; UK GDPR (as defined in the Data Protection Act 2018); and the Privacy and Electronic Communications (EC Directive) Regulations 2003, all as may be amended from time to time.
- 1.7 **"Event Beyond Our Control"** means any cause affecting the performance by you or us (a party) of its obligations under this contract insofar as such cause relates to our assets or your assets, arising from acts, events, omissions or non-events beyond that party's reasonable control, including (without limitation) acts of God; riots; war; acts of terrorism; nuclear, chemical or biological contamination; fire, flood, storm or earthquake or any disaster.
- 1.8 **"Final Demand Letter"** means the last in a series of requests by us to you for payment of money owed by you.
- 1.9 **"General Terms and Conditions"** means these general terms and conditions.
- 1.10 **"Good Industry Practice"** means in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and/or foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar conditions in the United Kingdom.
- 1.11 **"Heat Charge"** means the charge payable by you for the supply in accordance with clause 7, calculated by multiplying the amount of heat energy consumed by you (in kWh) by the tariff (save in the first year of this contract during which the heat charge shall be calculated in accordance with clause 7.3), as may be adjusted under this contract.

ABERDEEN HEAT AND POWER COMPANY LIMITED

Company Number: SC233625

Registered Office: 15 Atholl Crescent, Edinburgh EH3 8HA

Main Office: 63 Cotton Street, Aberdeen AB11 5EG

Telephone: [01224 580058]

Email: [info@aberdeenheatandpower.co.uk]

- 1.12 **"Heat Trust, Heat Trust Scheme"** means the scheme operated by Heat Customer Protection Ltd (a not-for-profit company limited by guarantee) and sponsored by the Association for Decentralised Energy (or ADE, a company registered in England and Wales with Company Number: 09456667 and Registered Address at Heat Customer Protection Ltd, c/o ADE, 10 Dean Farrar Street, SW1H 0DX).
- 1.13 **"Heat Trust Scheme Rules"** means the rules forming part of the Heat Trust Scheme which set out a common minimum standard in the quality and level of protection for heat customers, as amended, supplemented or replaced from time to time.
- 1.14 **"Heating System"** means the heating system inside your home, including all pipes, radiators, hot water cylinders and other apparatus (but not including the meter).
- 1.15 **"Heat Interface Unit" or "HIU"** means the heat interface unit that transfers heat and hot water from the network to your heating system.
- 1.16 **"HIU Exclusions"** means the exclusions to our obligations to inspect, maintain, repair and/or replace the HIU in your home, which are set out in Annex 2 to this agreement (HIU Exclusions).
- 1.17 **"Independent Complaint Handling Service"** means the independent complaint handling service provided for the benefit of heat customers independent of the Heat Trust Scheme and managed by Ombudsman Services.
- 1.18 **"Key Terms"** means the document setting out some key terms of this contract.
- 1.19 **"Late Payment Reminder Letter"** means a letter sent to you under clause 12.3.
- 1.20 **"Law"** means all applicable statutes, statutory instruments, regulations, orders, directives and other legislation of the United Kingdom and any codes of practice, consents, permissions and licences (and any directions made under such legislation or conditions to any such consents, permissions and licences) legally binding upon the relevant party.
- 1.21 **"Meter"** means the heat meter that measures the amount of heat and hot water used at your home.
- 1.22 **"Network"** means the district heat network in Aberdeen operated and maintained by us.
- 1.23 **"Performance Failures"** means a failure to meet the performance standards as set out in Annex 1 (Performance Standards).
- 1.24 **"Performance Standards"** means the standards of service we are required to provide to its heat customers as set out in Annex 1 (Performance Standards) and in the Heat Trust Scheme Rules.
- 1.25 **"Public Holidays"** means a day which is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971.
- 1.26 **"Service Payments"** means any payment(s) we are required to make to you for a performance failure, as set out in Annex 1 (Performance Standards) and in the Heat Trust Scheme Rules.
- 1.27 **"Supply"** means the supply of heat and hot water from the network to your heating system.
- 1.28 **"Supply End Date"** means the last date we provide the supply to your home under this contract.
- 1.29 **"Tariff"** means the price payable by you for each kWh of the supply you consume, as specified in the Key Terms, and as may be adjusted under this contract.
- 1.30 **"Vulnerable Customer"** is as defined by the Heat Trust in the Heat Trust Scheme Rules and as described in our Vulnerable Customer's Policy attached to the customer Welcome Pack.
- 1.31 **"we, us, our"** means AH&P.
- 1.32 **"Website"** means [www.aberdeenheatandpower.co.uk].

- 1.33 **"Welcome Pack"** means the documents provided to you, or to be provided to you, which includes information about AHP, the network, the supply and the Heat Trust.
- 1.34 **"Working Day"** means any day other than Saturday or Sunday on which banks are generally open for business in Scotland.
- 1.35 **"you, your"** means you.

2 INTRODUCTION

- 2.1 These General Terms and Conditions form part of the contract between us and set out the terms on which we will provide the supply.
- 2.2 By accepting the supply from us, you agree to comply with these terms. Please read them carefully so that you understand your rights and responsibilities in relation to the supply.
- 2.3 Our responsibility to provide the supply (and your responsibility to pay for the supply) begins on the date we first supply heat or hot water to your home. From that date, all heat and hot water that passes through your meter or which is supplied to your home will be treated as being supplied under this contract, even if you have a contract with any other person.
- 2.4 This Contract will continue until it is terminated in line with Clause 13 (Ending this contract).

3 THE HEAT TRUST

- 3.1 We are a member of the Heat Trust.
- 3.2 The Heat Trust is a customer protection scheme for residential and microbusiness customers. It sets a common standard for the quality and level of customer service expected from heat suppliers. It also provides an independent process for settling complaints between customers and their heat supplier through the Energy Ombudsman.
- 3.3 We must follow and abide by the rules and requirements set by the Heat Trust, which are set out in the Heat Trust Scheme Rules.
- 3.4 More information on the Heat Trust and the Heat Trust Scheme Rules is set out in the Heat Trust information sheet included in your Welcome Pack. You can also access information about the Heat Trust and view the Heat Trust Scheme Rules on their website: www.heattrust.org.

4 HEAT AND HOT WATER SUPPLY

- 4.1 We will provide the supply and you will pay for the supply in accordance with this contract. Details of the specification of the supply are set out in the Key Terms.
- 4.2 We will take all reasonable steps to make the supply available at all times during the term of this contract. There are some circumstances in which we may need to suspend the supply, or where the supply may be interrupted. We will compensate you for suspensions of or interruptions to the supply if we are required to do so under Annex 1 (Performance Standards).
- 4.3 You acknowledge that we are the sole provider of heat and hot water to your home. You agree that you will not obtain a supply of heat or hot water to your home other than from us at any time during the term of this contract, except during a suspension or interruption of the supply (except if we have suspended the supply under this contract).
- 4.4 Title to and risk in the heat forming part of the Supply will pass to you at the Meter.

5 STANDARDS OF SERVICE

- 5.1 We will provide the supply in accordance with the Performance Standards.

- 5.2 If we fail to meet the Performance Standards, we will pay Service Payments to you if required to do so under Annex 1 (Performance Standards). Payment of Service Payments is subject to the terms and process set out in Annex 1 (Performance Standards).
- 5.3 If you are not satisfied with the service we are providing, you should follow the complaints procedure set out in Clause 17 (Complaints and Resolving Disputes). A copy of the complaints procedure was included in your Welcome Pack and is available on our Website at www.aberdeenheatandpower.co.uk.

6 METERING

- 6.1 The amount of the supply that is used (or consumed) at your home will be measured by the meter. You will be able to see this information by viewing the meter display.
- 6.2 The meter sends readings to us automatically. We will monitor the meter readings on a monthly basis. You will accept as accurate all meter readings taken by us unless there is an obvious error or the meter is defective.
- 6.3 If we are unable to read the meter at the time of billing due to a defect in the automated meter reading system, because we have not been able to get access to the meter, or because we have reason to believe that the meter is defective or not reading correctly, we may bill you based on our reasonable estimate of your consumption. You must pay this amount.

Technical Faults

- 6.4 If you believe there is a technical fault with meter, or the meter readings are inaccurate, you must notify us. If you notify us of a technical fault (or suspected technical fault) with the meter and the supply is not interrupted, we will respond within 7 calendar days (the 7 day period starts when you first notify us of the fault or suspected fault). Our response will set out (at least) the action we will take and a reasonable estimate of time for the issue to be resolved. We will use reasonable endeavours to determine if there is a technical fault by commissioning a test of the meter where necessary.
- 6.5 If a fault is found following an inspection under Clause 6.4, we will notify you. We will credit or debit your account with any monies that are due where a billing difference is identified.
- 6.6 If no fault is found, we may charge you for any costs arising from the test. You will be notified of any such charge before the test is carried out. If we do not know what the charges arising from the test will be, we will not commission the test until you have agreed to the charge. The charge will be reasonable and will reflect the actual costs incurred by us. If we do not incur any costs, you will not be charged. You will not be required to pay any charge if we request to check the meter.

7 CHARGES AND PAYMENT

Charges

- 7.1 You are responsible for paying the charges until this contract is terminated in accordance with its terms. The charges you must pay are:
- 7.1.1 the Heat Charge;
 - 7.1.2 any applicable VAT;
 - 7.1.3 any amount we add to recover any underpayments or overdue charges in accordance with the terms of this contract;
 - 7.1.4 any reasonable and proper costs or charges arising from loss or damage we suffer that was caused by you and for which you are responsible under the terms of this contract; and
 - 7.1.5 any other costs or charges made in accordance with the terms of this contract;
 - 7.1.6 less any amounts we deduct for overpayments or service payments.

- 7.2 You will pay the charges for the supply, including where:
- 7.2.1 your home is vacant or is occupied by someone other than you;
 - 7.2.2 the supply is used by a third party without your knowledge or permission;
 - 7.2.3 you do not use the supply;
 - 7.2.4 you take the supply after this contract is suspended or terminated, or you allow a third party to do so; and
 - 7.2.5 the supply is interrupted or unavailable for a period in circumstances expressly permitted in this contract.
- 7.3 For the first year of this contract, the heat charge will be calculated based on our reasonable estimate of the amount of the supply you will consume over a 12 month period. That amount will be averaged over either 12 months to determine your monthly payment or 52 weeks to determine a weekly payment.
- 7.4 We will review your weekly or monthly payment annually using meter readings obtained from the meter in your home (which will tell us how much of the supply you consumed). Your future weekly or monthly payment will be adjusted to reflect the actual amount of the supply (kWh) used in the previous 12 month period.
- 7.5 We will refund any money owed to you within 10 Working Days by a method agreed with you. Alternatively, you can ask us to set-off any money owed to you against your next Bill(s). Any underpayment will be recovered in an adjusted monthly payment amount for the coming year.

Review and Adjustment of the Tariff

- 7.6 The charges will be reviewed on 1st April each year and may be adjusted to take account of the relevant factors (defined at Clause 7.9 below). The relevant factors seek to balance your interests and those of other customers with our commercial interest in providing the services under this contract.
- 7.7 We will give you at least 31 calendar days' prior written notice of any changes to the charges and confirm the basis on which such adjustment has been calculated. If you have any questions about any increase in the charges you can contact us and we will provide you with additional details on the basis on which such adjustment has been calculated.
- 7.8 If the relevant factors are no longer applicable to the services provided under this contract, we may amend the relevant factors and the methodology used by us to review the charges. We will give you 1 years' written notice of any such changes.
- 7.9 "relevant factors" means the percentage increase in RPIX, the increases in the BEAMA Labour and Material Indices and the primary fuel price indicator most relevant to the supply (currently the ICIS Heren Offer Price for NPB Gas), together with various cost increases and decreases incurred by us in providing the supply and running the network.

Billing and Payment

- 7.10 You must pay the charges by one of the following methods or as otherwise agreed between us (these methods will be set out in each bill we send you):
- 7.10.1 by direct debit payment or alternative payment method once per month, charged in arrears on the 15th or the first day of the month; or
 - 7.10.2 by direct debit payment or alternative payment method once per week, charged in arrears; or
 - 7.10.3 by payment in advance on a weekly, monthly or other basis.

The method of payment you choose will not affect amount of the charges you pay. However, if you fail to pay any amounts due under this contract, we may insist that you pay for your supply by direct debit, or in advance.

- 7.11 You must make prompt payment in full within 1 calendar month of the date of each bill we send you, or on the agreed date of payment. If any amount is in genuine dispute than you must pay the amount that is not in dispute; upon settlement of the disputed sum, an appropriate adjustment will be made accordingly. We will give you at least 31 calendar days' prior notice of any changes to planned billing dates.
- 7.12 If any account(s) remain outstanding beyond the due date for payment, we shall be entitled to charge you interest at a rate of 4% per annum above the prevailing base rate of [Clydesdale Bank plc]. We may also add reasonable charges to your next bill or statement to reflect its costs in trying to recover any overdue payments from you.
- 7.13 We will send you a bill, at least once a year. Bills will be sent to you by post. You can request that bills be sent to you electronically, in which case we will send you a bill at least quarterly.
- 7.14 The following billing information will be provided to you at least twice a year and with every Bill:
- 7.14.1 the heat charge (including details of the tariff) and details of any other charges;
 - 7.14.2 information about your consumption over the billing period (expressed in kWh);
 - 7.14.3 where available, a comparison of your consumption with consumption for the same period in the previous year;
 - 7.14.4 contact information, including website addresses, for organisations where you can find information about available energy efficiency improvement measures and technical specifications for products which use energy;
 - 7.14.5 the total amount due (including and explanation of how this has been calculated);
 - 7.14.6 the final due date for payment and the acceptable methods of payment;
 - 7.14.7 information about methods of paying your bill;
 - 7.14.8 where any components of the charges utilise external datasets, information on how you can access them; and
 - 7.14.9 our contact details should you need to discuss the bill further.
- 7.15 Failing to pay all or any part of your bill could result in the supply being suspended (see Clause 12 (Suspension and Resumption of the supply)). If you are having difficulty paying a bill, you must contact us as soon as possible (see clause 20 (Contact Details)).
- 7.16 You will be sent an annual account statement, which will contain the following information:
- 7.16.1 the heat charge (including details of the tariff);
 - 7.16.2 your consumption in the last 12 months (expressed in kWh);
 - 7.16.3 the total amount of the charges over the period of the annual account statement;
 - 7.16.4 where available, a comparison of your consumption in the relevant year with your consumption in the previous year; and
 - 7.16.5 contact information, including website addresses, for organisations where you can find information about available energy efficiency improvement measures and technical specifications for products which use energy; and

7.16.6 where any components of the charges utilise external datasets, information on how you can access them.

7.17 You may request additional copies of bills and billing information from us.

Back-billing

7.18 Subject to Clauses 7.19 and 7.20, we may bill you retrospectively where you have not been correctly charged for the Supply. We will not issue a retrospective bill where the Supply was supplied more than a year ago and it is our fault that you have not been correctly charged (for example, if we issue you an inaccurate Bill or fail to issue a Bill at all).

7.19 Where supply was provided to your home (even if more than a year ago) and you have:

7.19.1 used the supply but have made no attempt to contact us to set up an account or arrange payment;

7.19.2 wilfully avoided payment; or

7.19.3 not co-operated with our attempts to access the Meter data or resolve queries,

we may invoice you for any charges in relation to that supply.

7.20 We may extend the period covered by any retrospective bill by the normal billing period if a delay in billing has been caused by your failure to comply with your obligations under this contract (including for example if you do not let us access the meter).

8 YOUR OBLIGATIONS

8.1 Your landlord, or the property owner, must ensure that your heating system is maintained and repaired and, where necessary, replaced. We are not and will not be liable for the cost of replacement or repairs of any part of your heating system. If the state of your heating system is causing problems, or we have reasonable grounds to believe that it is likely to cause problems, to the network, meter or HIU unless it is repaired or replaced, we may suspend the supply until your heating system has been repaired or replaced to our reasonable satisfaction.

8.2 You are liable to us for any damage or loss to the network, the meter or the HIU that is caused or permitted by you, any work that you do or have done (other than where carried out by us) to your heating system (for example, where loss or damage is caused by you draining your heating system or having it drained, or moving radiators), or where you fail to maintain or repair your heating system (for example by failing to repair leaks).

8.3 You must not and must not allow any third party to:

8.3.1 tamper with or damage the network (insofar as any part of it is located in your home), the meter or the HIU; or

8.3.2 misuse your heating system so that it causes any damage to the network, meter or HIU.

8.4 If any breach of clause 7.16.1 causes damage to:

8.4.1 the network, you will be liable for the damage caused, including the costs of repair or replacement, and we may charge you for the reasonable costs that we incur in repairing the network (including the cost of replacing any parts); or

8.4.2 the meter or HIU which results in us being unable to perform our obligations under this contract in respect of the meter or HIU because of that damage - in that event, our obligations in respect of the meter or HIU will be suspended until the damage has been repaired to the extent necessary to enable us to perform our obligations under this contract.

- 8.5 You must inform us immediately if:
- 8.5.1 you discover that any part of the network, the meter or the HIU is damaged or destroyed;
 - 8.5.2 you become aware that anyone other than us and our agents interferes with or removes the meter and/or the HIU, or
 - 8.5.3 you believe the meter or the HIU has been damaged.

8.6 We are not, and will not be, responsible for providing any services under this contract where we reasonably consider that there is a health and safety risk (for example, the presence of dangerous materials, infestations, or harassment or abuse towards our employees or agents).

9 INSPECTIONS AND MAINTENANCE

- 9.1 We will, so far as is reasonably practicable, carry out any inspection and/or maintenance of the meter and HIU so as to minimise any suspension of or interruption to the supply, and at a mutually convenient time.
- 9.2 As the HIU and meter are operated and maintained by us, we are liable for associated repair or replacement costs.
- 9.3 If you are liable for any repair or replacement costs that are not included as part of the charges, we will advise you before the work is carried out (any such costs will reflect the actual costs incurred by us). We will also advise you of the impact of not undertaking the relevant repair or replacement work.

Meter

- 9.4 We are responsible for the maintenance, repair and/or replacement of the meter.
- 9.5 We will inspect the meter at least once every 24 months.
- 9.6 We will maintain, repair and/or replace (as necessary) the meter in accordance with the meter manufacturers' guidelines or any other applicable national standard (whichever is the most stringent).

Heat Interface Unit (HIU)

- 9.7 We are responsible for the inspection, maintenance, repair and/or replacement of the HIU in your home. We will take all reasonable steps to carry out HIU inspection and maintenance. Our obligations in relation to the HIU are subject to the HIU exclusions.
- 9.8 We will inspect the HIU in your home as recommended under the HIU manufacturer's guidelines or at least once every 24 months (whichever is more stringent).

We will make arrangements with you to enable access to the HIU to undertake inspection and maintenance activities. We will set out details of the arrangements to you by letter 1 month in advance.

Network

- 9.9 We are responsible for the operation, maintenance, repair and/or replacement of the network.
- 9.10 We have a maintenance plan in place for the maintenance of the network. It sets out the action we will take regularly to ensure that the network is maintained in good industry practice. You can request further details of the maintenance plan by calling us (see contact details at clause 20 below).

10 FAULTS AND EMERGENCIES

Reporting a Fault

- 10.1 You must report any fault to us **as soon as possible** by telephone and/or email using the details in clause 20. A voicemail service may be used if an out-of-hours service engineer is temporarily un-contactable while on duty, for example due to a lack of mobile phone coverage.
- 10.2 A fault is an interruption to the supply where we have not notified you that an interruption is planned and includes:
- 10.2.1 the supply being provided at a temperature below the temperature specified in part B of the key terms (subject to permitted tolerance)
- 10.2.2 any operational failure in the meter or the HIU.
- 10.3 When we are notified of a fault, or when we otherwise become aware of a fault with your meter or HIU, we will use reasonable endeavours to determine the problem. If we identify that the fault does not relate to equipment or something that we do not own or operate, we will provide to you the contact details of the person responsible for it if we hold any should you request them.
- 10.4 If the supply is interrupted and we have not notified you of a planned interruption, we will respond to you within the timescales noted in the table below. We will inform you of the action to be taken and timescales for resolution of the issue.

	Response time
If the supply is not interrupted	7 calendar days
During June to September: if the supply is interrupted	24 hours
During October to May: if the supply is interrupted	24 hours
If the supply is interrupted and you are a vulnerable customer	within [12 hours]
Note: These timescales are calculated from the time at which we first received notification of the unplanned interruption to the supply.	

- 10.5 We will endeavour to resolve the issue in accordance with the timescales set out in Annex 1 (Performance Standards). We will keep you informed if we need more time to resolve the issue (for example, if we require a part and it is not available to us at the time).

Reporting an Emergency

- 10.6 An emergency is a fault, injury to life and/or serious damage to property (for example. flood, electrical failure or shock risk).
- 10.7 In an emergency, you should contact us as soon as possible by telephone: 03000 200 292 (select option 2). You can report an emergency 24 hours a day, 7 days a week. A voicemail service may be used if an out-of-hours service engineer is temporarily un-contactable while on duty, for example due to a lack of mobile phone coverage.
- 10.8 When we are notified of an emergency or otherwise becoming aware of an emergency at or affecting your home, we will use reasonable endeavours to determine the problem. If we identify that the emergency has arisen in respect of equipment or something that we do not own or operate, we will provide to you the contact details of the person responsible for it if we hold any should you request them.
- 10.9 If the emergency relates to the network, we will visit your home within 4 hours (calculated from the time we first received notification of the emergency from you, or we otherwise became aware of the emergency).

- 10.10 We will endeavour to resolve the emergency in accordance with the timescales set out in Annex 1 (Performance Standards). We will keep you informed if we require more time to resolve the issue (for example, if we require a part and it is not available to us at the time).

11 ACCESS

- 11.1 You will allow us and our duly authorised officers and agents safe and uninterrupted access to your home (without charge) in any circumstances permitted under this contract or required by law.
- 11.2 Other than in the case of an emergency, we will give you at least 48 hours' written notice (by letter, email or short message service) or other notice arrangement that we have expressly agreed with you. We will use reasonable endeavours to arrange access to your home at a time that is convenient to you.
- 11.3 In addition to any other purpose expressly referred to in this contract, we may require access to your home for the purposes of:
- 11.3.1 inspecting, operating, repairing, exchanging, installing, removing, testing, maintaining, or carrying out other activities in relation to the meter, the HIU or the network;
 - 11.3.2 suspending the supply as permitted under the terms of this contract;
 - 11.3.3 terminating this contract;
 - 11.3.4 mitigating any danger that we reasonably believe exists to people or property; and
 - 11.3.5 any purpose required by law.
- 11.4 If we are unable to gain access to your home where expressly required or permitted under this contract and where we have complied with our obligations under this contract in respect of access to your home, or in the case of an emergency, you will be liable for the additional costs incurred by us in carrying out any work without access to your home (to the extent that work is necessary for the purpose for which access to your home has been sought or is required).

12 SUSPENSION AND RESUMPTION OF THE SUPPLY

Suspension

- 12.1 In an emergency, we can suspend the supply with immediate effect and without prior notice to you (provided we have used reasonable endeavours to contact you).
- 12.2 We may disconnect the supply and suspend performance of all or any part of our obligations under this contract in respect of the supply if you have not paid the charges, provided that we have complied with clause 12.3.
- 12.3 If you fail to pay us all or any part of the charges, we will issue a late payment reminder letter to you. Each late payment reminder letter will set out the following information:
- 12.3.1 the total supply consumed by you;
 - 12.3.2 the amount you owe;
 - 12.3.3 the original due date stated on the bill and the date of the relevant bill;
 - 12.3.4 our contact details;
 - 12.3.5 information on how to pay the amount due;
 - 12.3.6 actions that may be taken if the amount due is not paid; and

- 12.3.7 the deadline by which you must pay the amount due, which will be at least 14 calendar days from the date of the late payment reminder letter.
- 12.4 If you have not paid the amount due by the date specified in the late payment reminder letter, we will send you a final demand letter. A final demand letter will set out the following information:
- 12.4.1 the total amount of the supply consumed by you;
- 12.4.2 the amount you owe;
- 12.4.3 the original due date stated on the bill and the date of the relevant bill;
- 12.4.4 the amount due which has accumulated since the date of the original unpaid bill;
- 12.4.5 our contact details;
- 12.4.6 information on how to pay the amount due;
- 12.4.7 actions that may be taken if the amount due is not paid; and
- 12.4.8 the deadline by which you must pay the amount due, which will be at least 14 calendar days from the date of the final demand letter.
- 12.5 We will only suspend the supply as a last resort. If you are having difficulty paying a bill, you should contact us as soon as possible and without delay (see clause 20 (contact details)).
- 12.6 We may suspend the supply if you consume, or attempt to consume heat or hot water from the network by interfering or tampering with an HIU, meter or other element of the network, and charge you for any heat or hot water we reasonably consider you have been supplied to your home but not otherwise charged to you. We may bring court proceedings against you to recover any costs associated with repairing any damage caused and may bring other legal proceedings against you if appropriate.
- 12.7 We will not suspend the supply during the months October, November, December, January, February and March, if you are registered with us as a vulnerable customer, or if we have reason to believe that someone who lives in your home is a vulnerable customer. If we suspend the supply and you notify us that you are, or someone who lives in your home is, a vulnerable customer, we will resume the supply within 24 hours. We may however require you to clear any outstanding debt you owe us or engage in the process before we do. We will not charge you any costs associated with the suspension or resumption of the supply in the circumstances set out in this clause 12.7.

Resumption of the Supply

- 12.8 We will resume the supply and performance of our obligations under this contract within 7 days **only if**:
- 12.8.1 all of the circumstances entitling us to suspend the supply cease to apply;
- 12.8.2 you have paid us the amount of any outstanding charges due;
- 12.8.3 you have paid to us (at our discretion) a deposit equivalent to our reasonable estimate of our likely charges to you under this contract for a period of 3 calendar months and
- 12.8.4 any reconnection charge (which shall be £50 per instance), or such amount that reflects the actual costs incurred by us in the resumption of the supply after the suspension.

13 ENDING THIS CONTRACT

- 13.1 **Please note: The heating and hot water in your home is linked to the Network. Therefore, it will not be possible for you to be supplied with heat and hot water through your Heating System by any party other than us.**

Moving out or Relinquishing Responsibility for the Supply

- 13.2 If you are moving out of your home, or you are relinquishing responsibility for the supply to your home, you must inform us as soon as possible (see clause 20 (contact details)), and give us at least 4 weeks' notice of the date proposed supply end date. Your notice to us must include your forwarding address.
- 13.3 This contract will thereafter terminate on the supply end date.
- 13.4 We will charge you, and you must pay, for any supply provided to the property up to the supply end date. If you do not inform us of the supply end date, we will continue to charge you for the supply provided to the property.
- 13.5 You remain liable for all ongoing charges at the property until either:
- 13.5.1 you can evidence to us the date you vacated or relinquished responsibility for the supply (acceptable evidence would include a copy of your tenancy agreement or legal documentation regarding the sale of the property), or
 - 13.5.2 another person occupies the property and registers with us as the heat customer there.

Other Termination

- 13.6 We may terminate this contract with immediate effect on written notice to you if:
- 13.6.1 an event beyond our control prevents the performance of our obligations under this contract for longer than 28 working days;
 - 13.6.2 you are in material or persistent breach of the terms of this contract and, if such breach capable of being remedied, you fail to remedy the breach within 10 working days of written notice from us, or within such other reasonable period agreed by us in writing considering the nature of the breach;
 - 13.6.3 we have suspended the supply under this contract and (a) the supply has been suspended for more than 20 working days, (b) you have not paid any amounts due to us in full, and (c) we have given you at least 10 working days written notice of termination of this agreement.
 - 13.6.4 you or any person living in or visiting your home has attempted to use the supply without our consent or in a manner designed to enable you or that person to take any supply without paying us for it; or
 - 13.6.5 there is a fault in your heating system which is materially adversely affecting the network and such fault has remained unresolved for a continuous period of more than 3 months.
- 13.7 You are entitled to terminate this contract at any time by providing at least 28 calendar days' written notice.

14 CONSEQUENCES OF ENDING THE CONTRACT

- 14.1 You must pay for the supply up to and including the date this contract ends. You will remain liable following termination for any other previous breach of this contract by you, and we will remain liable for the consequences of any previous breach by us.
- 14.2 Any obligations under this contract which are expressly stated or necessarily implied to survive termination will survive termination.
- 14.3 Where we exercise our right to suspend the supply or where this contract is terminated by you or us, you must allow us access to your home to suspend the supply to it if necessary, and/or to alter or reconfigure the meter or remove the meter or any of our assets. You must not reconnect the supply without our prior written consent.

14.4 If you remain in occupation of your home and you use the supply to your home after termination or suspension, or allow anyone else to do so, you will be liable to pay us for that supply and any additional costs that we have incurred as a consequence of the supply being taken.

14.5 We will issue your final bill within 6 weeks of the supply end date. If it is not possible to issue your final bill to you within 6 weeks of the supply end date, we will let know why and will issue your final bill within 31 calendar days of the date that it was due to be issued. The provisions of clause 7 (charges and payment) will apply to that final bill.

15 EVENTS BEYOND OUR CONTROL

15.1 Subject to the remaining provisions of this clause 15, neither party to this contract will be liable to the other for any delay or non-performance of its obligations under this Contract to the extent that such non-performance is due to an event beyond our control. During an event beyond our control, such obligations will be suspended.

15.2 If either party is delayed or prevented from performing its obligations under this contract by an event beyond our control, such party will:

15.2.1 give notice in writing to the other party as soon as reasonably possible, explaining the event beyond our control and its estimated impact;

15.2.2 use reasonable endeavours to mitigate the effects of such event beyond our control on the performance of its obligations under this contract; and

15.2.3 resume performance of its obligations as soon as reasonably possible.

15.3 A party cannot claim relief if the event beyond our control is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant event beyond our control.

15.4 As soon as practicable following notification under clause 15.2, we will consult with each other in good faith and use reasonable endeavours to agree appropriate terms to mitigate the effects of the event beyond our control and to facilitate the continued performance of this contract.

16 LIABILITY AND RESPONSIBILITY

16.1 We are not liable for any failure of or problems with your heating system unless the relevant failure or problem is caused by any act or failure to act by us or breach of this contract by us.

16.2 Nothing in this Contract:

16.2.1 excludes our liability for fraud or fraudulent misrepresentation;

16.2.2 excludes our liability for death or personal injury resulting from our or our employees, authorised officers and agents negligence; or

16.2.3 affects your statutory rights as a consumer.

16.3 We are not liable to you for:

16.3.1 any loss or damage arising from any breach of this contract that could not have been reasonably expected when we entered into it with you;

16.3.2 any loss or damage caused by third parties;

16.3.3 any indirect loss, such as loss of profits, income, business or goodwill.

16.4 Our liability for direct loss or damage caused by our negligence or breach of this contract is limited to £5,000. The provisions of this clause do not affect our obligations provide the supply in accordance the

performance standard nor your rights to receive a service payment pursuant to annex 1 (performance standards).

- 16.5 You are not liable to us for any loss or damage arising from any breach of this contract by you that could not have been reasonably expected when you entered into this contract with us, nor will you be liable for any indirect loss, nor for any loss (whether direct or indirect) of profits, income, business or goodwill arising as a result of your breach of this contract.

17 COMPLAINTS AND RESOLVING DISPUTES

- 17.1 If you have a complaint about the services we provide under this contract, you must follow the procedure set out in this clause 17 (Complaints and Resolving Disputes).

What is a 'complaint'?

- 17.2 A complaint is any expression of dissatisfaction made to us related to any one or more of our products, services or the manner in which we have dealt with any such expression of dissatisfaction where a response is either provided by or on behalf of us at the point at which contact is made or a response is explicitly or implicitly required or expected to be provided thereafter.

Procedure

- 17.3 You can contact us to make a complaint by:

17.3.1 Calling 01224 580058 (Monday to Friday 9am to 5pm);

17.3.2 Sending an email to info@aberdeenheatandpower.co.uk; or

17.3.3 Writing to us at Aberdeen Heat & Power, 63 Cotton Street, Aberdeen, AB11 5EG.

- 17.4 You should include the following information in order that we can register and process your complaint:

17.4.1 your name, address and contact details (please also let us know if you have a preferred method and time for communication);

17.4.2 your account number (this can be found on any Bill);

17.4.3 details of your complaint, including as much detail as possible (for example, dates, times and the circumstances giving rise to your complaint); and

17.4.4 if you want to nominate a representative to deal with your complaint, that person's name and contact details (we will deal with them as if they are our customer, and any correspondence relating to your complaint will be addressed to them directly to the contact details provided to us).

- 17.5 We will deal with your complaint in accordance with our complaints handling procedure.

- 17.6 We will issue you a 'deadlock letter' within 8 weeks of receiving your complaint. The deadlock letter will set out:

17.6.1 our final offer to resolve of your complaint; and

17.6.2 details of the Independent complaint handling service, which you may contact if you do not accept our final offer and want to pursue your complaint further.

Independent Complaint Handling Service

- 17.7 The Heat Trust provides an independent complaint handling service for the benefit of heat customers independent of the Heat Trust Scheme; it is managed by Ombudsman Services.

- 17.8 If we send you a Deadlock Letter, or if your complaint is not resolved after 8 weeks, you can escalate your complaint to the Independent Complaint Handling Service: <https://www.ombudsman-services.org/>.

Outside Agencies

- 17.9 Nothing in this contract prevents you from seeking a legal remedy or addressing any complaint to an outside organisation such as your local authority, Trading Standards Institute, consumer organisation, Citizens Advice Bureau or the courts, if you consider that to be a more appropriate course of action.

18 DATA PROTECTION

- 18.1 We will comply at all times with the data protection legislation and will establish procedures necessary to ensure continued compliance with such legislation.
- 18.2 You will comply at all times with the data protection legislation and will establish procedures necessary to ensure continued compliance with such legislation.
- 18.3 Information provided by you to us will be stored and used in accordance with data protection legislation.
- 18.4 You consent to (and will obtain the consent of any persons whose personal information is provided to us) to the processing of any personal information provided in accordance with this contract.
- 18.5 Our privacy policy is available on our website: <https://www.aberdeenheatandpower.co.uk/privacy-policy/>.

19 IF YOU NEED ADDITIONAL SUPPORT

- 19.1 If you:
- 19.1.1 need additional support in relation to your supply, paying your bill, your consumption or debt management;
 - 19.1.2 you would like us to communicate with you in an alternative format, for example, large font or braille, or
 - 19.1.3 you are a vulnerable customer,

please let us know - our contact details are set out in Clause 20.

20 CONTACT DETAILS

- 20.1 Aberdeen Heat and Power Company Limited
63 Cotton Street
Aberdeen
AB11 5EG

- 20.2 Email: info@aberdeenheatandpower.co.uk

- 20.3 Telephone: 01224 580058

This telephone service is available between 09:00 and 17:00 on Monday to Friday excluding Public Holidays.

- 20.4 In the case of a fault or an **emergency**, contact 03000 200 292 - select option 2.

ANNEX 1 - PERFORMANCE STANDARDS

PART A: Performance Standards, Performance Failures and Service Payments

1. We will provide the supply in accordance with the performance standards set out in this Annex 1.
2. We may update or improve the performance standards without your consent, but not in any manner which would make the performance standards less beneficial to you or less demanding on us. Any change or update to the performance standards will be published on our website and a paper copy sent to you as soon as possible.
3. In the event of a performance failure, you will be entitled to the relevant service payment(s) detailed below, subject to Parts B and C of this Annex.
4. For the avoidance of doubt, we are not obliged to pay any service payment(s) for any interruption to the supply that is (or was) caused by something done or not done or an event occurring in or to your heating system.

ITEM	STANDARD	SERVICE LEVEL	PERFORMANCE FAILURE	SERVICE PAYMENT
1	Meter - suspected technical fault (which does not interrupt the supply)	If you notify us that you suspect there is a technical fault with the meter (which has not caused a disruption to the supply), we will respond within 7 calendar days. Note: The 7 day period starts from the time you first notify us of a suspected fault. the	Failure to respond within 7 calendar days.	None.
2	Planned interruption to the supply - notice	We will give you at least 48 hours written notice if the supply is to be interrupted (for example, to carry out planned maintenance or repair).	Failure to provide at least 48 hours written notice to you.	None.
3	Planned interruption to the supply	A planned interruption to the supply should last no longer than 5 calendar days (from the start time indicated on the notice of the planned interruption).	The planned interruption to the supply lasts longer than 5 calendar days (from the time indicated on the notice of the planned interruption).	£40 (Indexed) for each full 24 hour period beginning at 00:00 on the 5th calendar day following the start of the planned interruption until the supply is restored, up to a total limit of £695 (Indexed).
4	Unplanned interruption to the supply	The supply will be available to the point of connection to your heating system within 24 hours of the start of any unplanned interruption (the	The supply is not restored within 24 hours of us first receiving notification	£40 (Indexed) for each full 24 hour period (from

		24 hour period starts when we first received notification of the unplanned interruption).	of the unplanned interruption to the supply.	hour 24) from the first notification of the unplanned interruption up to a total limit of £695 (Indexed).
5	Multiple interruptions to the supply	There will be less than 4 unplanned interruptions (accepted and verified by us) to the supply that last over 12 hours in any 12 month period.	More than 4 unplanned interruptions in a 12 month period, each of which lasted over 12 hours.	£75 (Indexed) one-off payment.
6	FOR REGISTERED VULNERABLE CUSTOMERS ONLY Continuity of our service to you during an interruption	If you are a vulnerable customer, we will make sure that alternative arrangements are made to supply heat and hot water to your home during any interruption that lasts longer than 12 hours, whether planned or unplanned (where the interruption is planned, from the start time in the notice of the planned interruption; where the interruption is unplanned, from the first notification on the interruption we receive, even if it is not you who notifies us).	We fail to maintain the supply during an interruption that lasts longer than 12 hours.	£35 (Indexed) one off payment.

In this Annex 1, "indexed" means multiplied by:

$$\frac{\text{Index 2}}{\text{Index 1}}$$

where:

- Index 1 is the value of RPIx selected most recently published prior to the relevant calculation date, and
- Index 2 is the value of RPIx selected most recently published prior to the Launch Date; and
- RPIx is the Retail Prices Index published by the Office of National Statistics from time to time.
- Launch Date is the date on which the Heat Trust Scheme first had effect and became operational, being 25 November 2015.

PART B: Exemptions

There are some circumstances in which we will not be required to pay you service payments, even if we have failed to meet the performance standards set out in the table above.

We will not, and is not obliged to, pay service payments in the following circumstances:

1. you inform us before the event or circumstance giving rise to the obligation to pay the service payment that you do not want us to take any action (at the time or in the future) in relation to that event or circumstance;
2. you agree with us that any action we taken by us in relation to the relevant performance failure is to be treated as us having taken the action required to satisfy the minimum relevant performance standard, and where we have promised to perform any action we have duly perform that promise;

3. We request specific information from you and you fail to provide the information within the timeframe we specify. We will give you at least 3 months to provide any such information. You can provide the information by telephone, post or email (see clause 20 (contact details));
4. it was not reasonably practicable for us to meet the relevant Performance Standard due to:
 - a. strikes or other industrial disputes excluding strikes or industrial disputes involving our employees or those of our affiliates and/or the employees of our or their sub-contractors other than such strikes or industrial action which are taking place on a nationwide or industry-wide basis;
 - b. severe weather;
 - c. the act or default of a person who is not one of our directors, officers and employees, its contractors, agents or others who act on our behalf and their respective directors, officers and employees;
 - d. we were not able to gain access to fix the fault or to make alternative provisions for registered vulnerable customers in accordance with the requirements of paragraph performance standard 6;
 - e. circumstances exist which would cause us to break the Law or which would lead to imminent danger of death or personal injury;
 - f. the effects of an event covered by Part 2 of the Civil Contingencies Act, 2004 (war, terrorism, threat to national security, etc.); or
 - g. circumstances of an exceptional nature beyond our control, including but not limited to gas and electricity supplies to the network (or any part serving the network, such as an energy centre) being interrupted due to circumstances beyond our control or the control of the operator of it.
5. We have reasonable grounds to believe that the information provided by you is of a frivolous or vexatious nature,

and we have taken all such steps as it was reasonable to take both to prevent the circumstances from occurring and to prevent or mitigate the effect of the circumstance.

Further, no service payment will be payable to you if the relevant performance failure is caused by one of the circumstances set out below:

6. The performance failure was caused by a breach of this contract by you or the failure of your heating system, including, but not limited to, your failure to grant us (or our representatives etc) access to your home.
7. We are prevented from making the supply by any of the circumstances set out in clause 15 (Events Beyond Our Control), provided that we have used reasonable endeavours to prevent the circumstances from occurring and to prevent or mitigate the consequences of any such circumstances and resume provision of the supply as soon as possible.
8. We are required by law to shut down the network provided that the need to shut down the network does not relate to or arise out of any breach of this contract by us or any negligent act or omission by us.
9. We have suspended the supply pursuant to clause 12 (Suspension and Resumption of the Supply).

PART C: Claiming and Payment of Service Payments

- If you are entitled to a service payment(s), We will apply the amount of service payment(s) to your account.
10. We will calculate the total amount of the service payments accrued during the period to which any Bill relates (the **Total Service Payment**) by adding up any service payments that have accrued to you as a result of performance failures that have occurred over the period to which the relevant bill relates. The total service payment will be applied against that bill in accordance with this contract.

11. If the total service payment is greater than the amount which would otherwise be payable by you under the relevant bill, any excess will be applied to your next bill. We may determine that a total service payment will be used to pay your final bill if this contract is terminated.
12. If you think you are entitled to a service payment(s), you should:
 - a. write to us setting out details of the circumstances, providing as much detail as possible;
 - b. provide any information or evidence that we request in relation to your claim (you will have 3 months from the date of our request to provide it to us).

Our contact details are set out in clause 20 (contact details).

13. We may request evidence of any entitlement to service payment(s) from you. If we do, we will tell you what we need and how you should submit it to us. You will have 3 months from the date of our request to provide it to us. Please note that any delay in providing any information we request will delay assessment of your claim, and/or application of any service payment(s) due to your account.
14. We will use reasonable endeavours to ensure that any service payment(s) that you are entitled to is credited to your account within 31 calendar days of the event that gave rise to the service payment(s), or from the date we receive all of the information that we require should we require any.
15. If we are unable to credit your account within 31 days of the event giving rise to the service payment or receiving all information required, we contact you before the end of the 31 day period to explain the reasons for the delay and to set out a new timeframe for crediting your account.

ANNEX 2 - HIU EXCLUSIONS

In relation to our obligation to maintain, repair and/or replace the HIU, we will not be liable for the following:

The costs of repair to the HIU where such repair is required due to damage to the HIU caused by you, or where work is undertaken on the HIU by someone other than us.

16. Any loss or damage to property as a result of the HIU or your heating system breaking or failing, including any cleaning needed, or any damage to your fixtures or fittings, unless such loss or damage is caused by us.
17. Making good any holes or surfaces beyond filling them in or making surfaces level.
18. Repairing faults or damage caused by subsidence, structural repairs, accident, fire, lightning, explosion. Flood (unless in such case caused or contributed to by us) or storm or freezing weather conditions.
19. Any costs to gain access to the HIU (such as removing your fixtures and fittings or repairing and making them good) other than removing an access panel or obtaining access through access points.
20. Replacement of any fixtures and fittings unless such loss or damage is caused or contributed to by us.
21. Upgrades that you may want to have carried out to improve the HIU or your heating system;
22. Replacing or repairing parts which do not affect how the HIU or you heating system works or performs (for example any decorative parts).
23. Resetting the HIU controls, such as thermostats or programmers following changes due to winter or summer months.
24. Providing cash alternatives instead of us performing any of our maintenance, repair or replacement obligations.
25. The costs of repairing damage or breakdowns caused by changes to or problems with any other utility services (except the provision of the supply).
26. Loss or damage to the HIU or your heating system if radio frequency allocations are subsequently altered and they interfere with the HIU or your heating system or any controls.
27. Replacing any batteries in any controls that operate the HIU or your heating system.
28. Removing sludge or hardwater scale from your heating system, or repairing damage caused to the HIU or your heating system by sludge or hardwater scale within your heating system unless caused by us.
29. The water treatment of any water circuits in your heating system except where your heating system is drained by us to enable us to comply with our obligations under this Contract.