



Terms and Conditions v 2.9

Definitions

'Charges' – our charges for supplying Utility(-ies), metering services and any other charges associated with these services.

'Competent Person' - an installer who is qualified according to local regulations (in the UK a list of competent electricians, gas and heating engineers can be found at www.competentperson.co.uk).

'Contract Commencement Date' - the date at which this contract was entered into. This is the earliest of the date at which the order form was submitted either in writing or by electronic means, that a verbal contract was entered into, that the Deposit (or part thereof) was paid, or that the first components of the Metering Equipment were dispatched.

'Deposit' - monies which we hold in trust for yourself, which we can use in the event of damage which we consider is not normal wear and tear, or non-return of the Metering Equipment.

'Utility(-ies)' – residential or commercial electricity, hot or cold water, or gas (or multiple combinations thereof).

'Metering Equipment' – the Utility(-ies) meter and other related devices.

'Premises' – any part of any land, building or structure you've asked us to supply Utility(-ies) and metering services to, including any communal areas and grounds of those premises.

'Registered Supplier' – the supplier registered with the local Metering Point Administration Service for UK Electricity, Metering Point Registration Service for UK Gas or water company who is responsible for supplying Utility(-ies) to your Premises.

'Supply Start Date' – the date and time at which our Metering Equipment has been installed and commissioned.

'Sub-Meter' - one of the Utility(-ies) meters provided by us with the intention of monitoring and controlling supply of Utility(-ies) to a Sub-Premises.

'Sub-Premises' - part of the Premises which are supplied by a single Sub-Meter.

'Trial Period' – the first twelve months after the Contract Commencement Date, during which the contract for our services can be terminated at short notice. This does not include gas and customised Metering Equipment (we will advise you if this is the case before the start of the contract).

'we', 'us', 'our' - Landlord Metering Ltd, registered office: Arthur House, 13-15 Chorlton Street, Manchester M1 3FH, company number 099258575.

1. Introduction

- 1.1. This is a contract for us to supply sub metering services and Utility(-ies) to your Sub-Premises. By entering it you agree to keep to its terms. Please read it carefully so you understand your and our responsibilities.

2. Commencement of Services

- 2.1. You are responsible for making payments for the Utility(-ies) supplied to the whole of your Premises, and ensuring that the connection of the Premises to the distribution network is adequate. This may involve an upgrade to the metering fuse where a property is being converted into Sub-Premises.
- 2.2. On receipt of your Deposit we will supply and dispatch to you pre-configured meters which meet the Measuring Instruments Directive (2004/22/EC) and all other relevant regulations.
- 2.3. You are responsible for ensuring that the meters are fitted or inspected by a Competent Person where required by any legislation, and the safety of the installation. Also, that the wiring is arranged such that no Utility(-ies) is supplied to a different Sub-Premises or communal areas through the corresponding Sub-Meter.
- 2.4. You will provide us with the location details for each Sub-Meter and install each Sub-Meter to supply only that location. Each Sub-Meter has a unique serial number and should not be installed in a location other than that specified. If you become aware that the Sub-Meters have accidentally been installed in the incorrect location, you will tell as soon as possible. In such an eventuality, we will normally be able to rectify the problem from our back-end systems, but may, at our discretion, require you to reinstall the Sub-Meters in the correct location. In such a case, you would be responsible for reimbursing your tenants for any loss that they may have incurred through your fitting of the Sub-Meters in the wrong location.
- 2.5. We or our agent will cooperate with your installer during the commissioning of the Sub-Meter, including our tests to ensure that the remote communication links work.

- 2.6. Our responsibility to supply metering services and collection of payments for Utility(-ies) to your Sub-Premises begins on the Supply Start Date,
- 2.7. Where we have commenced services but you are still awaiting the change in the Registered Supplier, and the unit cost of your old Registered Supplier is significantly higher than the new, we may offer you the option of a Transitional Arrangement. If so, we may agree with you to charge your tenants a higher tariff than normal in order that we can reimburse you for the Utility(-ies) consumption at the old Registered Supplier's unit rate.
- 2.8. Where we have commenced services but you have an existing Utility(-ies) supply contract for the Premises which has unexpired fixed term and a significantly penalty for breaking the contract, we will normally reimburse you at the fixed rate you have agreed until the contract expires. However, we reserve the right to cap the unit rate at which we reimburse you, if we deem it to be significantly higher than would be reasonable to charge the tenants. In such an eventuality, we will discuss this with yourselves.

3. Provision of Services

- 3.1. Except during any Transitional Arrangement period as per paragraphs 2.7 and 2.8, we will find and arrange for the provision of Utility(-ies) to your Premises by a supplier licensed by Ofgem in the case of electricity and gas at either a published tariff, or that is negotiated by ourselves.
- 3.2. We will periodically review the available tariffs in the market to ensure that the Registered Supplier's tariff is competitive and may change the Registered Supplier and their tariff from time to time.
- 3.3. You will co-operate with the process of changing the Registered Supplier when we wish to do so.
- 3.4. We will usually aim to obtain one of the cheapest tariffs in the market, but the choice of tariff and Registered Supplier is entirely at our discretion.
- 3.5. We may select a fixed rate tariff but will normally aim to select only those which have a small financial break fee to avoid excessive charges should you choose to cancel the contract.
- 3.6. You will be responsible for the payment of Utility(-ies) for communal areas at the tariff that we negotiate with the Registered Supplier, and the standing charge of this rate.
- 3.7. We will set a tariff for each Sub-Meter which will include our daily standing charge and mark-up on the unit rate. From time to time, our tariffs will change in accordance with market or other circumstances. We aim to set the tariff below that of a major electricity supplier of our choice for Pre-Payment. However, we cannot guarantee that we will always be able to meet this goal. Details of our latest tariffs are available from us.
- 3.8. We will collect monies from people wishing to credit the Sub-Meter through various channels. These currently include credit and debit card payments through our website and that of our partners and agents, including auto top-up, and our automated telephone payment phonenumber. We reserve the right to add additional payment channels, such as but not limited to, cash payments through ePay.

- 3.9. The collection of monies will be carried out by ourselves, an associated organisation, or our agent.
- 3.10. We will automatically reimburse you at the tariff that we have negotiated in paragraph 3.1, for the units of Utility(-ies) supplied through each Sub-Meter in the preceding month. This payment will be one month after the end of the month of the Utility(-ies) supply. If the Sub-Meter is in debt more than the Friendly Credit limit, then we reserve the right to deduct the outstanding debt from any reimbursement of monies.
- 3.11. We will provide information on how to use the meters either through our website, help line or literature as we deem appropriate. But we would ask you to familiarise new tenants on how to use the meters.
- 3.12.
- (a) We will not reimburse for any credits on the meter when they vacate the Sub-Premises, nor any payments made on an uncancelled auto top-up.
 - (b) Where the Metering Equipment is installed in unoccupied Sub-Premises, or where a new tenancy agreement, lease or licence is created, we can provide you with clauses of the same effect as those above in your new tenancy agreement, lease, or licence.
- 3.13. Furthermore, we ask you to:
- (a) remind tenants to cancel any auto-top ups when they vacate.
 - (b) inform us when new tenants move in, including their email address, so that we can invite them to subscribe to the Tenant's Portal on our website.
 - (c) ensure that new tenants have a positive credit balance when they start their tenancy. If you contact us by email, we will reset the balance to a nominal positive balance and deduct the applied credit from your monthly reimbursements, and if necessary from the Deposit.
- 3.14. You will be responsible for the standing charge and any units consumed in the Sub-Premises in any period when they are unoccupied at our tariff rates.
- 3.15. We will monitor the Metering Equipment for tampering or faults. Where there is a fault or suspected fault we will normally send out a replacement meter for you to install at your own expense and for you to return the suspected defective meter. In exceptional circumstances, we reserve the right to access the meter to replace part of the meter (such as the SIM card or battery) or to send out the part for you to install (e.g. a new label with a changed telephone number).
- 3.16. Where we send out a defective meter, we reserve the right to withhold a further Deposit from Utility(-ies) monies reimbursed until the original meter is returned. We also reserve the right to await receipt of an additional Deposit payment before sending out a replacement.
- 3.17. If we consider that the original meter was vandalised or tampered with, we reserve the right not to return the original or any additional Deposit.
- 3.18. Where you wish for us to transfer credit from a pre-payment meter that you are replacing, we will deduct this credit from the amounts that we reimburse to you, and if necessary, from the Deposit. We may need confirmation of any details to be transferred in writing, e.g. by email. Naturally, you are responsible for reading the existing meters and telling us of the amounts.

- 3.19. Where we suspect that a tenant is acting in a fraudulent manner, for example our payment processing company reports that the card transaction is “fraudulent” or “not recognised” by the card-holder, we reserve the right to disconnect the Sub-Meter remotely. Before we take such action, we will normally try to contact the tenant. We will also endeavour to check with the Landlord and / or other parties to ensure that there has not been a change in the tenancy since the suspected fraud. However, in cases where it is has not been readily possible to make such contact, we reserve the right to still make a disconnection and / or any other action that we deem appropriate. We also reserve the right to reclaim any fees levied by payment processing company from the tenant, to charge them any other costs that we incur, and for our time. For the avoidance of doubt, any such action that we take will be strictly concerned only with the payment for our services, and in no way intended to encourage the tenant to give up the occupancy, refrain from exercising any right or pursuing any remedy in respect of the Sub-Premises.

4. Termination of Services

- 4.1. You may cancel our services at any time by serving a minimum of six weeks’ notice in writing during the Trial Period. This twelve month trial period does not apply to gas meters, or any other Metering Equipment which has been customised due to our inability to reuse this equipment. If such a restriction applies, then we will inform you before the start of the contract.
- 4.2. In the event that you cancel during this Trial Period, you are obliged to return our Metering Equipment at your expense and are responsible for any damage during shipment.
- 4.3. We will return your Deposit within one month of receipt of the undamaged Metering Equipment. If the Metering Equipment is damaged beyond normal wear and tear, we may withhold all or part of the Deposit. Such an assessment is at our sole discretion. We will also deduct any outstanding Charges from the Deposit which may include the period between the cessation of your using our Metering Equipment to charge your tenants and our receipt of the Metering Equipment.
- 4.4. After the Trial Period, you may cancel our services by serving notice in writing and buying the Metering Equipment from ourselves at the Recommended Retail Price of the Metering Equipment, plus the prevailing VAT rate at the Contract Commencement Date. In such a case you will be able to offset your Deposit against the price of the Metering Equipment.
- 4.5. The contract will terminate at the date that our subscription with our communication partners (currently MeterIX trading as MeterPay) expires, which we may pay up to one year in advance, and we would need at least six weeks’ notice in advance of the subscription renewal date that you wish to cancel our services so that we can advise our communication partners.
- 4.6. On receipt of the monies used to purchase the Metering Equipment, if you wish to continue using the Metering Equipment then we will authorise our communication partners to allow you to transfer the subscription for the Metering Equipment from ourselves into your name. It is possible that our communication partner may levy a charge for this transfer, which would be your responsibility to pay.
- 4.7. We also reserve the right to withhold all or part of any reimbursement of Utility(-ies) monies collected from tenants to cover any costs incurred by us in the event that

there is a debt on the Sub-Meters, or in the event of the non-return of, or damage to, the Metering Equipment. We also reserve the right to seek compensation up to the full Recommended Retail Price for the Metering Equipment, for unpaid Charges and any other associated costs in the event that the Metering Equipment is not returned promptly or in good condition, or the contract is not terminated in accordance with this section.

5. Information policy

- 5.1. We respect your privacy and this information policy explains how we will use your information and contact details in connection with supplying metering services. By taking services under this contract, you agree to us using and sharing your information in line with this policy. You agree that we may use the information and contact details you give us or use with us, and the contact details provided when you contact us, to do any of the following things. You must promptly give us, free of charge, any extra information we need to do these things.
- (a) To set up, monitor and manage your account. This includes information needed to carry out our rights and responsibilities under this contract or any relevant agreements and registrations, or to sell any of our businesses. This also includes sharing information about your account with any of our agents and other organisations and people who we use to help run our businesses (for example, meter readers).
 - (b) To take a Deposit, carry out credit checks, trace and recover debt, and help prevent fraud and loss. We will use this information to check your details with relevant agencies (for example, relating to preventing fraud and money laundering). If you give us false or inaccurate information or we suspect fraud, we will record this. We will also use this information to help make decisions about credit and related services for you.
 - (c) To help us to improve the way we run any existing and future accounts, services and products and to tell you about improvements and new products and services. This includes information we need to help train our staff, take part in government or industry initiatives (for example, projects to tackle fuel poverty, improve Utility(-ies) efficiency or other social or consumer interests) or create statistics, test computer systems, analyse customer information (including your Utility(-ies) usage on a half-hourly basis and your purchasing information) so that we can use it to provide offers or advice to you.
 - (d) To keep to all relevant laws, regulations, industry codes and government instructions, and to deal with any complaints.
 - (e) To send you information about your account (which may include personal information). This means that if you provide any email address or phone number, or contact us by email or text message, you are giving us permission to send your account information to these contact details. If you need to update your contact details or how you would prefer us to contact you, you can do so by contacting our Customer Services.
- 5.2. You agree to us sharing your information with other people or organisations in relation to the purposes we have set out above. This includes sharing your information with anyone you have a joint bank account (for any Direct Debit you have) or joint metering services account with. We may also exchange information

between any of your metering services accounts or any of the companies in our group, and if we need to change agents (for example, meter readers) they may also need to share your details with the agent replacing them, and you agree to that.

- 5.3. If you have any questions about the information we are holding about you and how we use it, or believe that the information we have about you is wrong or needs to be updated, please call 01234 484444.

6. License Conditions

- 6.1. You agree not to copy any part of our website, platform, API or phone Apps, except where such copying is incidental to normal use of the website, platform, API or phone App or where it is necessary for the purpose of back-up or operational security. If copies are made, you agree:
- (a) to keep all copies of the website, platform, API or phone Apps secure and to maintain accurate and up-to-date records of the number and locations of all copies of the website, platform, API or phone Apps; and
 - (b) to include our copyright notice on all entire and partial copies you make of the website, platform, API or phone Apps on any medium.
- 6.2. You acknowledge that all intellectual property rights in the Platform (including the API, the Phone App, the Website, the App) and the Technology anywhere in the world belong to us or our licensors, that rights in the Platform (including the API, the Phone App, the Website, the App) are licensed (not sold) to you, and that you have no rights in, or to, the Platform (including the API, the Phone App, the Website, the App) or the Technology, other than the right to use each of them in accordance with the terms of this agreement.
- 6.3. You acknowledge that you have no right to have access to the Platform (including the API, the Phone App, the Website or the App) in source-code form.

7. Miscellaneous

- 7.1. We can change all terms of supply of our services at any time with at least six weeks' written or email notice (a 'variation notice')
- 7.2. We can end our arrangements with you under this contract by giving you 30 days written notice (except in the case of clause 7.4 when we do not have to serve any notice).
- 7.3. If you sell the Premises or the lease thereon then you will inform us within 7 days of exchange and this contract will be novated to the new owner at completion. Unless we have been informed to the contrary, we will assume that the Deposits belong to the new owner at the time of any cancellation of this contract.
- 7.4. We are entitled to end this contract immediately in any of the following circumstances. (a) You do not comply with any of its terms. (b) You no longer own, rent or use the Premises. (c) You have any form of bankruptcy or insolvency proceedings brought against you. (d) We reasonably believe that you have stolen Utility(-ies) or deliberately interfered with any Metering Equipment. (e) There is a risk of danger to you or others if we continue the supply of Utility(-ies). (f) Circumstances beyond our reasonable control mean we are not able to carry out our duties under this contract (for example, anything any other Utility(-ies) supplier, distributor, or other person does or fails to do). (g) We are asked to stop supplying you by any regulatory or state authority.

- 7.5. At all times the Metering Equipment remains our property (except in the event that you purchase the Metering Equipment in accordance with paragraph 4.4) and we will be entitled to repossess this equipment in the event of a cancellation of the contract.
- 7.6. If we cease to supply metering services to you, then you agree to let us (and our agents) into your Premises at all reasonable times to do this.
- 7.7. Ending your contract will not affect any rights and responsibilities you or we had before the contract ended, or which are due to come into force under that contract or to continue after the date it ended.
- 7.8. We are only legally responsible to you as set out in these terms and conditions. We have no other duty or legal responsibility to you, and all responsibilities, guarantees and any other conditions implied by law or otherwise will not apply, as far as allowed by law.
- 7.9. We will not be legally responsible to you for any event or circumstance beyond our reasonable control.
- 7.10. We are not legally responsible to you in any way for any indirect or direct loss of income, business, profits, or for any other loss or damage that could not reasonably have been expected at the time we entered into this contract, other than that caused by us acting fraudulently. Also, we will not be legally responsible to you for any loss you suffer as a result of your responsibilities to any other person (however this is caused).
- 7.11. Although we undertake to run our service with competence and care, we are not responsible for any consequential loss caused by the failure of any part of our service, including inaccuracy of Metering Equipment, failure of system, non-availability of the website, failure to discharge our regulatory obligations, etc., as far as this is allowed by law.
- 7.12. You undertake not to alter or interfere with the provision of our services in any way as to cause us liability under the Protection from Eviction Act 1977, Caravan Sites Act 1968, Housing Act 1985 or other legislation relating to the provision of services to tenants.
- 7.13. If we are legally responsible to you under these terms, except as set out in clause 7.14 below, the maximum amount we will accept responsibility for is £100 for all incidents that lead to loss or damage (however it happens).
- 7.14. Nothing in these terms will exclude our legal responsibility for death or personal injury caused by our negligence or legal responsibility resulting from us failing to carry out our legal duty under Part 1 of the Consumer Protection Act 1987 or for fraud. This clause applies even after this contract has ended. As far as it excludes or limits our legal responsibility, it takes priority over any other contract term.
- 7.15. We can transfer all or any of our rights and legal responsibilities under your contract without your permission by giving you written notice (unless we are acting under clause 7.4, in which case we do not need to give you any notice).
- 7.16. Your rights and duties under this contract apply only to you and cannot be transferred to any other person without our written permission, save those referred to in clause 7.3.
- 7.17. If we don't enforce any part of this contract at any time, this will not affect our right to do so in the future.
- 7.18. To help us improve quality and for resolving disputes, we may monitor and record calls that you or we make in relation to customer services and telemarketing.

- 7.19. If you need to give us notice under this contract, you must follow our instructions in any related communications on how to provide that notice. You may communicate any general notices to us in writing to:

Landlord Metering Ltd,
Third Floor, Arthur House,
13-15, Chorlton Street,
Manchester M1 3FH

by email to: info@landlordmetering.com

or by phone at: 01234 484444.

- 7.20. If when you first entered into a contract with us you confirmed your agreement to receiving bills, notices and communications from us online or by email (including choosing a version of a product that is clearly described as supported by online account management only) we will initially set up your account so that all bills, notices and other communications we have to send you under our supply licence are provided to you electronically through our Landlord Portal on our website, or if appropriate, by email. These could include notices relating to price changes, information about tariffs ending shortly, responses to complaints or questions and other information about our legal responsibilities to you. It will also include bills, annual statements and initial reminders about any outstanding debt on your account. We may still send you any of these things by post if we decide it is appropriate to do so
- 7.21. These terms and conditions, the contract letter and any other documents we refer to make up the whole contract for the service between you and us.
- 7.22. We will not break any term of this contract by acting in line with any rights or carrying out any duties under any relevant industry agreements or laws.
- 7.23. Nothing in this contract affects our rights under any relevant laws.
- 7.24. If any term of this contract is found not to be valid or cannot be enforced in full or in part, the rest of the contract will continue to apply as normal.
- 7.25. The laws of England apply to each contract with us and any disputes relating to your contract and all non-contractual disputes which relate to the services may only be heard in the English courts, unless both sides agree to an alternative arbitration or adjudication process.