



Terms and Conditions v 5.3 – Pay4Energy

These terms and conditions are applicable to the Sub-Meters that we operate using the Pay4Energy system.

Definitions

'Charges' – our charges for supplying Energy, metering services, equipment 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).

'Free Credits' – any top-ups made by yourself, or by us, where we have not received payment for the credit, eg where you wish to make a welcome credit to a tenant, or pay for your workmen's energy consumption during vacancies.

'Energy' – residential or commercial electricity, hot water, or gas (or multiple combinations thereof).

'Free Vend Tariff' – a tariff with no charges which is useful for initial installation for a building is tenanted or void periods. This can be assigned to one or more meters at a site through the Landlord Portal. **'Metering Equipment'** – the Energy meter and other related devices.

'Landlord' – this is the person who is the bill payer for the electricity supply or their agent

'Premises' – any part of any land, building or structure you've asked us to supply 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 or Metering Point Registration Service for UK Gas who is responsible for supplying Energy to your Premises.

'Set-up Fee' – a fee charged for our setting up the account.

'Six Month Money Back Period' – a period during which you can return the metering equipment undamaged for a refund of your Set-up Fee.

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

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

'Trial Phase' – period when we have not fully developed all the functionality that we intend to implement, and we are only running a small number of Sub-Meters.

'we', 'us', 'our' - Landlord Metering Ltd, registered office 2 Alan Womack Close, Manchester M8 4RB, company number 099258575.

1. Introduction

- 1.1. This is the Terms and Conditions between you (the “Landlord”) and us, to supply Sub Metering services and Energy 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. Trial Phase

- 2.1. We are still in a Trial Phase with the new Pay4Energy metering system. During this time we are still developing some of the functionality.
- 2.2. As such some of the services described in this document are not yet available, these include:
 - Auto Recharge Functionality which is currently in testing.
- 2.3. Such functionality will be made available as it is developed.

3. Our Charges

3.1. Summary of Charges

Set-up Fee	Varies per meter type. Includes providing you with a Sub-Meter
Our Standing Charge	None
Uplift to tenants	15% (min 5p per kWh) incl VAT
Payment Fees for tenants	None for card payments
Help Desk	Free 24 x 7, 365 days for tenants Adhoc out of hours for landlord queries
Cost of Credit / Debit Card Fraud by Tenants	Normally we will cover card dispute fees, and the Landlord the disputed amounts. See para 7.5
Installation of Meters	Landlord to arrange
Repair of Meters (other than vandalism)	Landlord Metering will provide replacement meter or parts Landlord to arrange fitting

- 3.2. Our Set-up Fee covers as cost of setting up the account for each meter.
- 3.3. This fee includes the cost of providing you with the Sub-Meter, however we retain ownership of the Sub-Meter.
- 3.4. We do not charge a daily standing charge on these meters.
- 3.5. In order to cover our expenses, we do charge the tenants 15% more than the rate at which we reimburse you. This is subject to a minimum uplift of 5p kWh.
- 3.6. We do not charge tenants any extra fees for topping up meters by credit or debit card, through our internet site, phone or cash at Paypoint.

4. Landlord Arranges their Supply to the Premises

- 4.1. You are responsible for making payments for the Energy supplied to the whole of your Premises and ensuring that the connection of the Premises to the Distribution Network is adequate¹.
- 4.2. You will need to let us know the details of the tariff you have negotiated with the Registered Supplier, and of any changes to that tariff, so that we can update the tariff on the Sub-Meters as and when needed. We will not be responsible for any shortfall caused by our not being notified of a tariff change in a timely manner.
- 4.3. This tariff can be entered our Landlord Portal.
- 4.4. Should you not inform us of the tariff, we reserve the right to apply our Interim tariff, until you inform us of the correct tariff. We will not be responsible for any shortfall in monies collected caused by our using the interim tariff.
- 4.5. Meters are normally dispatched with our Interim Tariff pre-set.
- 4.6. A Landlord can set meters to a Free Vend Tariff through the Portal. This can be used either for initial installation before the property is tenanted, or for void periods between tenancies. However, the Landlord is responsible for switching any meters back onto the normal tariff when they wish for the Tenants to start paying.
- 4.7. Should we obtain a Supplier Licence ourselves, we reserve the right to become the Registered Supplier for your Premises, or in the event that we form a relationship with a Registered Supplier, we reserve the right to transfer your Premises to that Supplier. In such a case we will aim to ensure that the tariff is competitive. Should you have a fixed rate contract with your current Registered Supplier, we will either await the expiry of the contract term or reimburse any break fees for terminating the contract.

5. Installing the Meters

- 5.1. On receipt of your Set-up Fee and completed Order Form, we will supply and dispatch to you pre-configured meters which meet the applicable regulations in the UK.
- 5.2. You are responsible for ensuring that the meters are installed correctly. This will involve the use of an electrician who is deemed a Competent Person where you are installing a new circuit and not just replacing an existing Sub-Meter. Also, you need to ensure that the wiring is arranged so that each of your Tenants only pays for the Energy consumed in the Sub-Premises that they occupy, and that no energy passes through their allocated Sub-Meter to supply communal areas or a different Sub-Premises.
- 5.3. You will provide us with the location details for each Sub-Meter on the Order Form, 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

¹ If you are converting a building into flats, you may require an increase in the size of the Supply (technically called the “kVA Capacity or Availability”) when a property is being converted. Please feel free to discuss this with us.

specified. We label each Sub-Meter with the name of the Sub-Premises before dispatch. If you become aware that the Sub-Meters have accidentally been installed in the incorrect location, then you will tell as soon as possible. In such an eventuality, we may be able to rectify the problem from our back-end systems, but may at our discretion require you to physically reinstall the Sub-Meters in the correct location. In either case, you would be responsible for reimbursing your tenants for any loss that they may have incurred through the fitting of the Sub-Meters in the wrong location.

- 5.4. 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.
- 5.5. If you are installing the meters into a property that you are refurbishing and is not tenanted, you can ask us to put the meters initially on a Free Vend tariff. You will be responsible for updating the tariff through the Landlord Portal when the Sub-Premises are occupied.

6. Reimbursement for Energy Used

- 6.1. We will reimburse you based on the value of the top-ups made to the Sub-Meter in the preceding month (excluding any Free Credits). This payment will be one month after the end of the month of the energy supply.
- 6.2. Reimbursement will be made to your nominated bank account. Should you wish to change your bank account then you will need to do this through the Landlord Portal. During the Trial Phase this can be sent to us by e-mail to info@landlordmetering.com.
- 6.3. We reserve the right to cap any reimbursement tariff should we believe that you are paying an excessive tariff which would severely disadvantage your tenants and be to the detriment of our reputation.
- 6.4. We are not responsible for any shortfall through using our interim tariff, or for using a Free Vend tariff where we have not been informed that any Sub-Premises has been occupied.
- 6.5. The Sub-meters will still charge any standing charge and any units consumed in the Sub-Premises during any period when they are unoccupied at the Sub-Meter tariff rates.

7. Topping-up Meters

- 7.1. We will collect monies from people wishing to credit the Sub-Meter through various channels. These monies are collected on our behalf through in2metering ltd, under the branding Pay4Energy.
- 7.2. These currently include credit and debit card payments through the www.pay4energy.com website, and an automated telephone payment phoneline on 01234 48 64 20, or at Paypoint Terminals.
- 7.3. Landlords can top up their meters through their portal by making Free Credits to a meter. This is to be used to ensure that new tenants have a credit balance at the

start of their tenancy. This can also be used for viewings, building works, etc during void periods² as an alternative to putting a meter on a Free Vend Tariff.

- 7.4. Once a credit has been added to a Sub-Meter, we will not remove it, nor are we able to transfer credits from one Sub-Meter to another. We will not be responsible for any credits made to the incorrect meter because of tenants being given the wrong information, e.g. meter serial number.
- 7.5. We adopt measures to reduce card fraud, such as 3D Secure 2, however there is still a small risk especially for phone top-ups. Should a tenant dispute a card transaction, for example a card payment is from a stolen card, or “not recognised” by the card-holder, we will normally
- (a) try to contact the tenant and the Landlord to discuss the situation, and to ascertain for instance if there has been a change in tenancy.
 - (b) We will usually try to persuade the tenant to either withdraw the dispute, or to refund us the fraudulently disputed amounts together with the card dispute fees.
 - (c) Until the matter is resolved, we reserve the right to withdraw our Metering Services from that sub-meter (ie remotely disconnect supply through the meter), and to make any other action that we deem appropriate, such as reporting the matter to the police.
 - (d) For the avoidance of doubt, any such action that we take will be strictly concerned only with the recovery of payment for our services. We have no interest in, or intent to cause, the residential occupier of any premises:
 - (i) to give up the occupation of the premises or any part thereof; or
 - (ii) to refrain from exercising any right or pursuing any remedy in respect of the premises or part thereof.
- Should we recover these monies we will reinstate the supply of Metering Services to the tenant. This is regardless of whether the Landlord considers them to be a good tenant or not. We are required to do so under the Protection from Eviction Act 1977.
- (e) If we cannot recover the monies, then we will normally:
 - (i) cover the expense of the card dispute fees (currently £20 per disputed transaction, whether or not we win the dispute).
 - (ii) deduct the face value of the disputed credits from the amount that we remit to the Landlord.
 - (f) However, at our discretion we may recover the dispute fees from the Landlord (eg where the Landlord has asked us not to cut off the energy from a tenant, or where there is what we consider to be an excessive number of disputes).

8. Customer Service

- 8.1. **Customer Service for landlords** is available through the Landlord Metering office on telephone number 01234 484 444, and email info@landlordmetering.com. This office is open during normal business hours. There is also an informal monitoring of

² As we only recover our running costs through our uplift on payments, we reserve the right to make charges or remove this functionality, should we consider a landlord to be abusing these Free Credits.

phone calls and emails outside of these hours. In case of urgency out of hours you can use the tenant customer service help desk but they do not have all the access and authority that we can supply to Landlords.

- 8.2. **Customer Service for tenants** is through the in2metering phone number on 01234 48 64 20, support@pay4energy.com or the www.pay4energy.com website.
- 8.3. **Please do not give tenants the Landlord Metering contact details.** These in2metering channels are scaled up to deliver customer service to our tenant customer base, including out of hours (currently 24 x 7).
- 8.4. We provide information on how to use the meters on www.pay4energy.com
- 8.5. Furthermore, we ask you to:
 - (iii) confirm with your tenants that they understand and accept responsibility for cancelling any auto top-up on vacating the Sub-Premises, and that they understand that we will not reimburse for any credits on the meter when they vacate the premises, nor any payments made on an uncancelled auto top-up.
 - (iv) ensure that new tenants have a positive credit balance when they start their tenancy using Free Credits.

9. Defective Meters – Lifetime Guarantee

- 9.1. We retain at all times ownership of the Metering Equipment. As such, as long as it is being used for Paid Top-ups, we intend to guarantee its effectiveness throughout its anticipated operational life.
- 9.2. However, as we do not have a national maintenance team, and seek to keep our costs low for tenants, our responsibility applies to the replacement of the equipment, and not for cost of any onsite maintenance, such as swapping over meters, rebooting by turning off and on, changing of SIM cards etc.
- 9.3. 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).
- 9.4. Where we believe that the Sub-meter has not been used for a substantial period of time to make paid top-ups we reserve the right not to replace the meter, and to cancel our SIM card subscription. This may necessitate the installation of a new Sub-Meter and payment of a new Set-up Fee.
- 9.5. We may occasionally experience communication issues which prevent us from connecting remotely with a Sub-Meter, and we may ask you to attend the site to do a manual read or reset of the Sub-Meter. In such a circumstance it will be your responsibility to have someone attend, and we will not be liable for any charges incurred as a result.
- 9.6. Where we send out a replacement for a defective Sub-Meter we reserve the right to withhold the cost of an additional Set-up Fee from Energy monies reimbursed until the original meter is returned. We also reserve the right to await receipt of an additional Set-up Fee payment before sending out a replacement.
- 9.7. If we consider that the original Sub-Meter was vandalised or tampered with, we reserve the right not to return the original or any additional Set-up Fee.

- 9.8. 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. We may request confirmation of any details to be transferred in writing, e.g. by email. You are responsible for reading the existing meters and telling us of the amounts.
- 9.9. It is anticipated that our meters will last for several years if not longer. The operational life of the meter will be determined by us at our discretion, and will be influenced by such factors such as obsolescence (eg the withdrawal of a mobile phone networks), life of electronic components, back office computer systems support, etc. At the end of their operation life, we may ask you for a new Set-up Fees for replacement meters.

10. Six Month Money Back

- 10.1. You may cancel our services at any time during the first six months. This period might be restricted in certain cases, such as very large orders, but if so, we will inform you before the start of the contract.
- 10.2. During this period, you can return our Metering Equipment for a refund of the Set-up Fee.
- 10.3. You are responsible for the cost of the postage and any damage that may occur in the post or courier. If the Metering Equipment is damaged beyond normal wear and tear, we may withhold all or part of the Set-up Fee. Such an assessment is our sole discretion.
- 10.4. We will return your Set-up Fee within one month of receipt of the undamaged Metering Equipment.
- 10.5. Naturally this is in addition to any consumer rights that you may have.

11. Termination of Services after Trial Period

- 11.1. After the initial six months, you may cancel our services by serving notice in writing but we are not obliged to refund your Set-up Fee. However, we may at our discretion refund some of the Set-up Fee if the Metering Equipment is returned in good reusable condition.
- 11.2. You will be responsible for returning any money due to Tenants from any credit balances on any returned Sub-Meters. However, at our discretion, we may make these refunds ourselves from any reimbursements or refunds of Set-up Fees due to yourselves.

12. Information policy

- 12.1. 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 Set-up Fees, carry out credit checks, trace and recover debt, and help prevent fraud and loss. We 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 Energy efficiency or other social or consumer interests), or create statistics, test computer systems, analyse customer information (including your Energy usage on a half-hourly basis and your purchasing information) so 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 text 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.
- 12.2. 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.
- 12.3. If you have any questions about the information that 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.

13. License Conditions

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.

14. Miscellaneous

- 14.1. 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')
- 14.2. We can end our arrangements with you under this contract by giving you 30 days written notice (except in the case of clause 14.4 when we do not have to serve any notice).
- 14.3. 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 Set-up Fees belong to the new owner at the time of any cancellation of this contract.
- 14.4. 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 Energy or deliberately interfered with any Metering Equipment. (e) There is a risk of danger to you or others if we continue the supply of energy. (f) Circumstances beyond our reasonable control mean we are not able to carry out our duties under this contract (for example, anything any other Energy Supplier, Distributor, or other person does or fails to do). (g) We are asked to stop supplying you by any regulatory or state authority.
- 14.5. At all times the Metering Equipment remains our property and we will be entitled to repossess this equipment in the event of a cancellation of the contract.
- 14.6. 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.
- 14.7. 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.
- 14.8. 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.
- 14.9. We will not be legally responsible to you for any event or circumstance beyond our reasonable control.

- 14.10. 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).
- 14.11. 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.
- 14.12. 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.
- 14.13. If we are legally responsible to you under these terms, except as set out in clause 14.14 below, the maximum amount we will accept responsibility for is £100 for all incidents that lead to loss or damage (however it happens).
- 14.14. 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.
- 14.15. 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 14.4, in which case we do not need to give you any notice).
- 14.16. 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 14.3.
- 14.17. 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.
- 14.18. 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.
- 14.19. 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,
2 Alan Womack Close,
Manchester M8 4RB
- by email to info@landlordmetering.com
or by phone on 01234 484444.
- 14.20. 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 are provided to you

electronically 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. We may still send you any of these things by post if we decide it is appropriate to do so

- 14.21. 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.
- 14.22. 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.
- 14.23. Nothing in this contract affects our rights under any relevant laws.
- 14.24. 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.
- 14.25. 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.