



## Terms and Conditions v 2.6

### Definitions

**'Charges'** – our charges for supplying Energy, 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](http://www.competentperson.co.uk)).

**'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.

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

**'Metering Equipment'** – the Energy meter and other related devices.

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

'we', 'us', 'our' – Landlord Metering Ltd, registered office: Unit 8, Jubilee School, Old Bury Road, Salford M7, company number 099258575.

## 1. Introduction

- 1.1. This is a contract for 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. Commencement of Services

- 2.1. 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 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 Energy 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 which match the ID no for each meter.
- 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 Energy to parts of your 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 energy consumption at the old Registered Supplier's unit rate.

## 3. Provision of Services

- 3.1. Except during any Transitional Arrangement period as per paragraph 2.7, we will find and arrange for the provision of Energy to your Premises by a supplier licensed by OFGEM in the case of electricity and gas at either a published tariff, or that negotiated by ourselves.
- 3.2. We will regularly review the available tariffs in the market to ensure that the Registered Supplier's tariff is competitive and are likely to 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 Energy 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. 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 and will be published on our website.
- 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 in2metering Ltd, 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 the Post Office, PayZone and Pay Point.
- 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 energy supplied through each Sub-Meter in the preceding month. This payment will be one month after the end of the month of the energy 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) You may wish to confirm with your tenants that they understand that they 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.
  - (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.

- 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 (eg 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 Energy 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 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, eg by email. Naturally you are responsible for reading the existing meters and telling us of the amounts.
- 3.19. Where you wish, you can request us to add credit to a Sub-Meter when a new tenant moves into a Sub-Premises to reset its balance to a small positive amount. We may need confirmation of any details to be added in writing, eg by email. Any addition of credit is at our sole discretion, and we will deduct this credit from the amounts that we reimburse to you, and if necessary from the deposit.
- 3.20. Where we suspect that a tenant is acting in a fraudulent manner, for example our credit card payment 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. Naturally 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 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 the credit card company from the tenant, to charge them any other costs that we occur, 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.
- 4.2. You are obliged to return our Metering Equipment at your expense, and are responsible for any damage in the post or courier.

- 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 our sole discretion.
- 4.4. We also reserve the right to withhold all or part of any reimbursement of Energy monies collected from tenants to cover any costs incurred by us in the event that there is a debt on the Sub-Meters or damage or non-return of the Metering Equipment.

## 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'll 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 either through our Landlord Portal on our website or 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 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 regulator or state authority.
- 7.5. 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.
  - 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,  
Unit 8, Jubilee School,  
Bury Old Road,  
Salford M7 4QY,
- by email to [info@landlordmetering.com](mailto:info@landlordmetering.com)  
or by phone on 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.