

# Queen Elizabeth Olympic Park Residential Supply Agreement Guide

In this guide we summarise the key terms of the Queen Elizabeth Olympic Park Residential Supply Agreement (the **Agreement**). We may not, however, have included all terms that are important to you. For this reason we strongly recommend that you read the Agreement in full and contact our Customer Services Team if you have any queries.

## Customer Services

Call our Customer Services Team on 0800 999 3080 (Monday to Friday 8:00am to 6:00pm and Saturdays 8:00am to 1:00pm)

In an emergency or out of office hours call our customer services team on 0800 999 3080

Email us at [enquiries@eastlondonenergy.co.uk](mailto:enquiries@eastlondonenergy.co.uk)

Visit our offices at East London Energy, Kings Yard, 5 Clarnico Lane, London, E15 2HG

## Key Terms

**Charges** means any and all of:

- (a) the Standing Charge and Unit Charge;
- (b) the Common Heat Availability Charge;
- (c) any Reconnection Charge;
- (d) any Abortive Call-out Charge or Debt Processing Charge; and
- (e) any other charges we are entitled to levy under this Agreement

**Common Heat Availability Charge** means the charge for the proportion of energy used to make the Heat Supply available to your Home

**Debt Processing Charge** means the charge to cover our costs of processing and managing the collection of your outstanding Charges

**Development** means the \_\_\_\_\_ development which your Home is a part of

**Development Heating System** means the space heating and hot water system which is inside the Development between the point of connection with the System and your Home's Heating System but not including your Home's Heating System

**Guaranteed Service Payment** means any payment we are required to make to you in respect of a Service Failure

**Heat Supply** means hot water produced by the System for the purposes of providing space heating and domestic hot water

**HIU** means the heat interface unit that transfers heat from the Development Heating System to your Home's Heating System

**Home** means your residential location where we supply the Heat Supply under the Agreement

**Home Heating System** means the specific system used in your Home to raise and regulate the temperature of your Home

**Meter**

**Pre-payment Meter** means a meter which allows you to pay-as-you-go with your Heat Supply

**Reconnection Charge** means the charge for recommencing the Heat Supply to your Home

**Service Failure** means a failure by us to meet a Service Standard

**Standing Charge** means the monthly charge payable irrespective of the consumption of the Heat Supply to your Home

**Supervising Body** means the entities which have granted us rights to operate the district heating scheme which supplies space heating and hot water to your Home and to whom we owe obligations in respect of how we provide the Heat Supply to your Home

**Supply Start Date** means the date specified in the Agreement which is the date you first take the Heat Supply to your Home

**Supply End Date** means the date on which the Heat Supply to your Home ends

**System** means the system which comprises of a 'Hub' in each individual property in the Development, supported by a wider wireless network that constantly gathers information which allows the operator to spot inefficiencies on the network and calculate the cost of heat generation in real-time

**Unit Charge** means the charge for the consumption of the Heat Supply to your Home



QUEEN  
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# Your Obligations

## Payment

You will be billed on a monthly basis for:

1. Standing Charge (paid in advance)
2. Unit Charge (paid in arrears)
3. Common Heat Availability Charge (paid in arrears)

You are liable to pay for the Heat Supply even if your Home is vacant or being used by someone else and sometimes when the Heat Supply is interrupted or unavailable for a short period.

You must pay the Charges (plus VAT) within 14 days of receiving our bill. If you have been billed based on estimates rather than meter readings (due to meter readings being unavailable) any difference (credit or debit) between the estimate and your actual consumption will be reconciled once meter readings can be obtained. Where you have paid less than your actual consumption, we may require you to pay the difference to us within 14 days of the date of being notified, or we may increase the amount debited from your bank account to recover the difference.

If you pay your Charges by direct debit you will receive a 2% discount. To pay by direct debit you need to notify us and we will agree with you the initial monthly payments. We will compare the monthly payments against the value of your actual consumption every 12 months and vary the payments as appropriate. We shall pay to you any value you have paid above the amount of your actual consumption or request payment for any amount of the value of your actual consumption above the monthly payments.

If you do not make any relevant payments, we have the right to take action, including agreeing a payment plan with you or taking court action.

If there is more than one person named on your account, each account holder is responsible for payment and we may claim any unpaid Charges from any account holder.

## Adjustment of Charges

We may adjust our Charges as follows:

1. Standing Charge – twice per year
2. Common Heat Availability Charge – once per year
3. Abortive Call-out Charge – annually on 31 March
4. Debt Processing Charge – annually on 31 March
5. Reconnection Charge – Annually on 31 March
6. Any other Charges for work undertaken – amended from time to time as agreed with the Supervising Body

Any adjustments to Charges 1-3 will be made taking yours (and other customers') interests into account. Charges may also be increased or reduced where taxes, levies or duties on the Heat Supply in effect at the Supply Start Date are charged, levied, reduced or discontinued.

We will notify you 31 days in advance of any adjustment to Charges.

## Meter readings

We will charge you based on meter readings recorded from the Meter in your Home.

We endeavour to ensure that your Meter has an accuracy of +/- 3%. If there is a higher inaccuracy than this we will repair or replace the meter at our own cost unless the inaccuracy was caused by your act or omission. In this case, the cost of the repair or replacement will be transferred to you.

If you believe the readings from your Meter are inaccurate, you can ask us to check the Meter or ask an independent meter examiner. We may also check the Meter or ask an independent meter examiner at any point. If it transpires that the meter readings are inaccurate after being examined, we will pay the cost of the independent meter examiner. If the readings are accurate, you will incur the cost of the independent meter examiner.

If the Meter is defective at any point we will bill you based on reasonable estimates of your consumption in the period where the Meter is defective. Once the Meter is repaired, if the estimates are higher than the actual consumption and as a result you were billed too much, we will refund you the difference. We will refund you within 10 Business Days using a method agreed by you (including set-off against your next bill). If you receive a refund that you are not eligible for, you must repay it when we ask you to.

## Maintenance

You (or your landlord) must maintain and where necessary, repair and replace your Home Heating System. If the state of your Home Heating System causes problems or is reasonably likely to cause problems to the Development Heating System, HIU or the Meter, we may suspend Heat Supply until the Home Heating System has been repaired or replaced (to our satisfaction).

You will be responsible for any damage to the Development Heating System, HIU or the Meter caused by any work that you have done or had done to your Home Heating System or if you fail to maintain it.

You must not allow a third party to tamper with the Home Heating System in a way that will cause damage to or tamper with or damage the Development Heating System, HIU or the Meter. You will be liable for any damage caused and we may suspend the Heat Supply until the damage is repaired.

If you discover that the Development Heating System, HIU or the Meter is damaged or destroyed either by you or another person, you must let us know immediately.

We will not be responsible for providing services related to the Development Heating System, HIU or the Meter if there is or we believe there to be a health and safety risk.

## Alternative suppliers

During the term of the Agreement you cannot obtain hot water or space heating from any other supplier (other than during a suspension or interruption of the Heat Supply which is not due to outstanding Charges).

## Termination

You can terminate the Agreement at any point during the term of the Agreement. You must give at least 7 calendar days' written notice to us by email or by filling

out the Termination Form on our website and sending by post to our office.

You must also provide us with a forwarding address so that we can contact you in respect of any Charges you owe us or amounts we owe you. You can do this using the Moving Out form on our website and in the Welcome Pack.

You will be required to pay for the Heat Supply up to and including the date of termination of the Agreement. You (and we) will still be liable for any breaches of the Agreement made by you (or us) before the Agreement was termination.

If you terminate the Agreement without following the instructions above, you will be liable for any costs incurred by us in terminating the Agreement.

If you continue to use the Heat Supply once the Agreement is terminated, you will be liable for further Charges.

Where you receive Heat Supply through a Prepayment Meter and you terminate the Agreement, we will refund any credit on your Prepayment Meter within 10 days of the Supply End Date.

## Complaints procedure

You can make a complaint by taking the following steps:

1. Contact the Supplier Complaints Management Team who will attempt to resolve the complaint.
2. Supplier will send a Final Position Letter confirming the final offer to resolve the complaint within 8 weeks of you first contacting the Supplier about the complaint.
3. If the complaint is not resolved to your satisfaction by the above steps, you may contact the Ombudsman for Energy. Any decision they made shall be final and binding on both you and us. (We will pay any cost charged to you by the Ombudsman for Energy for making a complaint to them).

The relevant contact information for complaints can be found on page 1 of this guide.

## Vulnerable Customers

We aim to provide a service that is easily accessible to all customers. We keep a register of Vulnerable Customers for whom we offer specific support, including security passwords for entrance to your home.

A Vulnerable Customer is one whose personal circumstances and characteristics combine with aspects of market to create situations where he/she is:

- (i) Significantly less able than a typical consumer to protect or represent his or her market interest in the energy market; and/or
- (ii) Significantly more likely than a typical consumer to suffer detriment, or that detriment is likely to be more substantial.

If you believe you may be entitled to be on the register, please contact us. If at any time during the term of the Agreement your circumstances change entitling you to be on the register, let us know.

# Our Obligations

## Supply

We will supply the Heat Supply 24 hours a day, 7 days a week, 365 days a year (366 during a leap year) other than during a Planned Interruption.

## Our Service Standards

Our Service Standards can be found at Schedule 2 of the Agreement. If our service fails to meet these standards and our actions amount to a Service Failure you will be entitled to a Guaranteed Service Payment which will be credited to your account and applied against your bill for that period, or paid to you in cash.

In certain circumstances you will not be entitled to a Guaranteed Service Payment, such as where you have informed us that you do not wish to take any action or where the Service Failure was caused by a breach by you of the Agreement.

## Interruptions in Heat Supply

During the term of the Agreement we may need to undertake maintenance works that interrupt the Heat Supply to your Home. We will give you at least 48 hours' written notice before starting the works. This is a Planned Interruption.

An example of a Service Failure is if a Planned Interruption lasts for longer than 5 working days from the start time of the works.

## Meters, HIU and equipment

For a period starting from the date of the Agreement up to \_\_\_\_ we are responsible for routine inspections of and any repair or replacement of the HIU (the HIU Repair Period). You may ask us at any time during this period to inspect the HIU, identify any issues and rectify them. We will endeavour to agree a time to access your Home to inspect the HIU, giving at least 3 days' notice (or 7 days' notice for planned routine maintenance).

From the end of the HIU Repair Period, and up to 30 June 2053 we are responsible for routine inspections of the HIU only (the HIU Inspection Period). We will carry out routine inspections once every 2 years and will provide you with an inspection report afterwards. The report will show any problems or issues affecting the HIU and our recommendations to address those issues. If you/your landlord or Estate Management Company ask that we carry out the works in our recommendations to repair or replace the HIU you will be charged accordingly for the work. If you use a third party for the work, the replacement HIU or HIU parts used for the repair must be of equivalent quality to the original HIU.

If you report a problem with your HIU to us we will visit your Home to address the problem within 4-24 hours of you reporting the problem to us, depending on the severity of the issue.

At all times from the date of the Agreement, we are responsible for the maintenance, repair and replacement (where necessary) of the Meter.

If you report a problem with the Meter to us, we will visit your Home to address the problem within 24 hours of you reporting the problem to us (not including the hours 8:00pm to 8:00am).

For reports regarding both the HIU and the Meter, we will agree a 2 hour time slot (within the allotted time frame) within which we will access your Home to address the problem. If you do not allow access during this period, we are not obliged to attempt to rectify the

problem again/further. This would also be classed as an Abortive Visit.

## Access to your Home

Throughout the term of the Agreement we may require access to your Home, for reasons including inspecting the Meter, HIU or Development Heating System, mitigating potential danger or removing our equipment on termination of the Agreement. We will endeavour to agree in advance a time for us to access your Home. If you do not allow access, we will take the matter to the landlord or Estate Management Company. If they do not allow access, you will be liable for any costs we incur in carrying out works without access to the Home.

If we agree a time for us to access your Home and you subsequently do not allow us access during that time this will be an Abortive Visit. Where there are several Abortive Visits for the same access purpose, you will be liable for Call-out Charges for all but the first Abortive Visit.

## Repayment notices

If you have unpaid Charges on your account, we will first issue three reminder letters to you reminding you that Charges are overdue.

If you do not reply to the third reminder letter, within 3 days of receiving it we may also charge you for the cost of issuing the letters.

Following suspension of the Agreement and Heat Supply, we will have the right to terminate the Agreement if:

1. the Heat Supply to your Home has been suspended for more than 40 days;
2. We have sent 2 further reminder letters to you (the last of which will give 30 days' notice of termination); and
3. We have attempted to visit you at your Home to remind you of the outstanding Charges and give notice of termination.

## Termination

We can terminate the Agreement by giving 7 days' written notice to you if any of the following occurs:

- You are in material or persistent breach of the Agreement
- There is a fault with your Home Heating System for three continuous months which is affecting the Development Heating System
- If you are declared bankrupt and we believe you will not be able to pay the Charges or you are 6 months in arrears in relation to any of our bills
- You have not paid any Charges and we have issued the relevant notices (outlined above)
- You no longer own or rent your home
- Our contract with the developer of the property has ended
- You (or a third party for whom you are responsible) have attempted to use the Heat Supply without our consent to try to avoid paying for the Heat Supply
- Circumstances beyond our control prevent us from performing our obligations under the Agreement

## Suspension

We have the right to suspend the Agreement.. On suspension the Heat Supply will be disconnected from

your Home and only reconnected once the circumstances(s) causing the suspension cease to exist and you have paid us any outstanding Charges. You will also need to pay the Reconnection Charge and we may require that you pay a deposit equivalent to the likely Charges you will incur over a three month period.

Once you have paid the relevant Charges we will reconnect the Heat Supply within 48 hours. We will also repay the deposit if you pay all amounts owed by you in all bills issued by us in any following 12 month period.

If we decide to suspend the Agreement, our right to terminate is not extinguished and we may subsequently decide to terminate (where the conditions for reconnection have not yet been satisfied). We will give you 7 days' written notice before we terminate.

## Back-billing

If you have not been billed correctly for your consumption of Heat Supply, we may issue a back-bill to you. We may decide not to back-bill you if more than a year has passed since the Charge was accrued and the initial incorrect Charge is our fault e.g. where we have failed to maintain accurate meter readings.

## Prepayment Meters

If you request that we install a Pre-Payment Meter we must do so for an installation charge. We will notify you of the installation charge before installation and we will not proceed with the installation unless the charge has been agreed. We may also install a Prepayment Meter at any time, at our own cost, in order to manage unpaid debts by you.

## Liability

We are not liable for any failure or problems with your Home Heating System unless the failure/problem was caused by us including failing to maintain the Meter or HIU as required by the Agreement.

We will be liable for direct loss or negligence up to £10,000 for any 12 month period.

We will not be liable for any loss or damage caused by a breach of the Agreement by us or our employees if the breach could not have been reasonably expected when we entered into the contract with you. We will not be liable for any indirect loss e.g. loss of income.

In relation to our obligation to maintain, repair or replace the HIU, we will not be liable for e.g. responsible for the cost of certain actions e.g. repairing faults or damages with the HIU caused by subsidence, fire or lightning. All such exemptions are detailed at Schedule 4 of the Agreement.

You will not be liable for any loss or damage caused by a breach of the Agreement by you if the breach could not have been reasonably expected when you entered into the Agreement with us. You will not be liable for any indirect loss e.g. loss of income.

## Customer letting

If you decide to let your Home to a third party, we can at your request, enter into a separate supply agreement with your tenant. The Agreement between you and us would be suspended for the term of the third party tenancy and would recommence once the third party tenancy ends. You would be required to notify us if the third party tenancy comes to an end.