

Terms and Conditions

Version 2.0

1. Introduction

1.1 These terms and conditions set out the basis on which STERLING UTILITIES LTD are to act as an agent and advisor on behalf of the client.

1.2 "We," "us," and "our" refers to "STERLING UTILITIES LTD", whose registered office details are Harmac House, Chequers Close, Enigma Business Park, Malvern, Worcestershire, WR14 1GP. Registered in England and Wales. Registration number is 04221734.

1.3 "You" and "your" or "the client" is defined as any person or business that approaches STERLING UTILITIES LTD and makes a request for their service in the areas covered by the company or anyone approached by STERLING UTILITIES LTD and has agreed to the use of our service and advice.

1.4 Words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa.

2. Period of Engagement

2.1 This engagement will commence from the date of the instruction.

2.2 The agreement will remain active until the client terminates it in writing. Letters must be sent by recorded delivery.

3. Our Service to You

3.1 STERLING UTILITIES LTD undertakes to provide all clients with an up to date price comparison in relation to the supply of utility services such as gas and electricity. We will provide each client with a breakdown of the available prices for each of the supplies to which a new contract is related.

3.2 We undertake to also make available any information relating to the quality of service which is available for each of the suppliers.

3.3 We will undertake to explain the details of each contract and items related to the contract term, payments, cancellation, renewal, and any other obligations that the customer is responsible for under the terms of the contract being signed. We also undertake to provide details of all prices, standing charges or any other charges which may be required to be paid by the client. The client must satisfy themselves on all aspects of the supply contract before completing.

3.4 Notwithstanding all of the above, the client, should they sign a contract, is the sole party responsible to all charges and costs related to any contract that they sign. STERLING UTILITIES LTD will in no way be held responsible for any of the costs or charges related to any contract or will be held liable for any outstanding charges or costs in respect to any contract.

3.5 We also provide a consultancy service dealing with utility management, dispute resolution, renewable and energy efficiency advice. This is a chargeable service between us and the client.

3.6 We will, if instructed by the client, pursue or raise on behalf of the client any complaint against a supplier which is a result of bad or unfair service that the client has received from the supplier, with Energy Watch or Trading Standards where the matter cannot be resolved with the supplier directly. This is a chargeable service between us and the client.

4. Your Responsibilities: Provision of Information by You

4.1 You are responsible for sending letters of termination to your current supplier by recorded delivery, subject to the relevant contract, in good time when existing contracts are due to be renewed. Failure to meet these deadlines may result in automatic rollover of contracts, penalties, surcharges and/or out of contract rates being charged.

4.2 The client remains the end user of any contract entered into and such, if a contract is signed, the client remains the responsible party in relation to all charges and costs involved and has agreed to all terms and conditions attached to any signed contract they enter into.

4.3 To enable us to carry out our work you agree:

- To provide us with the relevant copies of recent invoices, charges, allowances and transactions including half hourly Data where applicable.
- To provide full information necessary for dealing with our affairs: we will rely on the information and documents being true, correct and complete.
- That we can approach such suppliers / third parties as may be appropriate for information that we consider necessary to deal with your affairs.
- To provide us with necessary letters of authority allowing us to deal on your behalf.

5. Professional Rules and Practice Guidelines

5.1 We will observe the bye-laws, regulations and codes of conduct and accept instructions to act for you on the basis that we will act in accordance with those guidelines.

6. Retention of Records

6.1 During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you following preparation of your comparisons.

6.2 Whilst certain documents may legally belong to you, we intend to destroy correspondence and other papers that we store which are more than seven years old, other than documents which we consider to be of continuing significance. You must tell us if you require retention of a particular document.

7. Quality of Service

7.1 We aim to provide a high quality of service at all times. If you would like to discuss with us how our service could be improved or if you are dissatisfied with the service you are receiving, please let us know.

7.2 We undertake to look into any complaint carefully and promptly and to do all we can to explain the position to you.

8. Fees

8.1 If an offer presented by STERLING UTILITIES LTD is accepted, no fees will be payable by the client for this service, however any other services provided may incur a charge.

8.2 If an offer is accepted direct with a supplier, a fee equivalent to the commission provided to STERLING UTILITIES LTD by the supplier will be chargeable to the client to cover administration costs incurred.

8.3 Where consultancy work is carried out, our charges are computed on a flat fee to be agreed between the parties. This is a chargeable service between us and the client.

8.4 Our invoices are payable on presentation. We reserve the right to charge interest in the case of overdue accounts. We may terminate our engagement and cease acting if payment of any fees billed is unduly delayed.

9. Limitation of Liability

9.1 The advice which we give to you is for your sole use and does not constitute advice to any third party to whom you may communicate it.

9.2 We will provide the professional services outlined in this document with reasonable care and skill. However, we will not be responsible for any losses, penalties, surcharges or interest arising from the supply by you or others of incorrect or incomplete information, or from the failure to act on our advice or respond promptly to communications from us.

9.3 STERLING UTILITIES LTD will in no way be held responsible for any of the costs or charges related to any contract or will be held liable for any outstanding charges, costs including out of contract charges in respect to any contract.

9.4 We cannot take responsibility for issues relating to any contract that has been forwarded to a supplier on behalf of the customer as these matters are completely out of our control once the contract leaves our offices. However, where possible, we will negotiate and act on your behalf to get these matters resolved to a satisfactory conclusion.

10. Data Protection Act 1998

10.1 To enable us to discharge the services agreed under the engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you. You have a right of access, under data protection legislation, to the personal data that we hold about you.

11. Contracts (Rights of Third Parties) Act 1999

11.1 A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right remedy of any person which exists or is available otherwise than pursuant to the Act.

