

Residential Customer Agreement

This Agreement is made between Eastleigh Borough Council and **you** as Customer in relation to the Council's provision of ambient heat to the heat pump within your home at the One Horton Heath development.

Particulars

Provider of access to the Ambient Network	Eastleigh Borough Council, of Eastleigh House, Upper Market Street, Eastleigh Hampshire SO50 9YN (referred to as " we " / " us ", and, where belonging to the Council, " our ")	
Customer details ("you") (title, name, surname)		
Address of Your Home connected to the Ambient Network		
Billing Address (leave blank if the same as the address of Your Home)		
Customer(s) contact details:	Phone: Phone	Email: Email

Standing Charge	A Standing Charge of £[**] will be payable by you per year. This is the amount that will apply from the Start Date and will be updated from time to time in accordance with this Agreement.
Heat Pump Charge	A Heat Pump Charge of £[**] will be payable by you per year. This is the amount that will apply from the Start Date and will be updated from time to time in accordance with this Agreement.
Other Charges	The following charges may become payable by you if the circumstances arise: • debt recovery charge: £75 • administration charge: £50 • failed appointment charge: £250 These amounts will apply from the Start Date and will be updated from time to time in accordance with this Agreement.
Housing Landlord Services Team	Customer Portal: my.eastbrookehomes.co.uk Phone: 023 8068 8400 Email: heatnetwork@eastleigh.gov.uk Post: Eastleigh Borough Council Heat Network, Eastleigh House, Upper Market Street, Eastleigh SO50 9YN
Details of service provider	On the date of this Agreement, we have appointed the following service providers to provide the Services on our behalf: • Rendesco for maintenance, repairs and servicing of the Ambient Network; and • Wates for repairs of the Heat Pump within the first two years.
Details of the Ambient Network	The Ambient Network consists of a series of boreholes in the ground, which extract ambient heat that is distributed across the network to each property's Heat Pump, including yours.

SIGNED BY the Customer(s)	 Name : Date :
	 Name : Date :

Please note the following

- this Agreement is a legal document and is formed of the Particulars section, the Terms and Conditions and the Schedule. Please pay particular attention to:
 - how **we** limit **our** liability to **you** if **we** fail to meet **our** responsibilities under this Agreement at **Clause 16**; and
 - how **we** use **your personal information** at **Clause 17**.
- **we** may update or modify the terms of this Agreement from time to time and **you** agree to abide by the most recent version that we have notified to **you**.
- Your Home contains a Heat Pump which is connected to **our** Ambient Network. Where **you** have received a copy of this Agreement, by using the Heat Pump, **you** are:
 - making a legally binding commitment to comply with this Agreement, the terms of which will be deemed to apply between **you** and **us** even if this Agreement has not been signed; and
 - agreeing to **your** personal information being used by **us** to set up **your** customer account and to enable us to make the Ambient Heat available and provide the Services to **you**.
- **You** will be responsible for the electricity supply to the Heat Pump, including the cost.
- **You** must notify **us** if **your** name or contact details change by updating your myeastbrooke portal.
- If **you** live in Your Home alongside other tenants and more than one customer name is listed in the Particulars above, **you** will each be responsible together and individually for complying with this Agreement, including paying the Charges.
- For the purpose of heat network regulation, we are the operator of the Ambient Network and supplier of ambient heat.
- Support and advice relating to the efficient use of energy can be found at the **Energy Saving Advice Service**: Helpline: 0800 098 7950, Lines open: Monday-Friday, 8am-8pm; Email address: energy-advice@est.org.uk; Website address: https://energysavingtrust.org.uk/about-us/contact-us?_gl=1*ge8evl*_up*MQ..*_gs*MQ..&gclid=EAlaIqObChMI9sfytaCQkQMVpo9QBh2WmqS1EAAYAyAAEgLfD_BwE

Terms and Conditions

1. DEFINITIONS

Words and phrases shown in bold or with capital letters have specially defined meanings:

Ambient Heat	The availability of ambient-temperature heat from the Ambient Network at the Heat Pump.
Ambient Network	Our system of boreholes, pipes, pumps and other equipment which distributes the Ambient Heat to properties situated around the development, up to and including the Heat Pump within your Home, but not including the hot water cylinder within your Home or any of the pipes or equipment within your Home located downstream of the Heat Pump.
Annual Statement	The statement we will give you each year providing the information set out in Clause 9.7.
Back-Bill	A 'catch-up' bill sent to you if you have not been correctly charged any of the Charges.
Bill	A bill we issue to you annually showing all Charges due for the period shown on the bill and when they are to be paid.
Charges	The charges set by us and charged to you , which includes the Standing Charge, the Heat Pump Charge and the Other Charges.
Complaints Procedure	Our complaints procedure, a copy of which was provided to you with this Agreement, and which we may update from time to time. The latest version can be found at How to make a complaint Eastleigh Borough Council .
Customer in a Vulnerable Situation	A customer whose personal circumstances and characteristics combine with aspects of the market to create situations where they are: a. significantly less able than a typical consumer to protect or represent their interests in the energy market; and/or b. significantly more likely than a typical consumer to suffer detriment, or that detriment is likely to be more substantial.
Housing Landlord Services Team	Our point of contact for dealing with customer enquiries whose details can be found in the Particulars section. The details may be updated from time to time as communicated to you .
Direct Debit	A variable direct debit set up by us to take payment from you .
Emergency	A serious leak or other issue within the Ambient Network which you cannot stop by turning off the mains and which causes immediate danger of damage to property or risk of personal injury.
Final Demand	The final request from us for you to pay money you owe.
Heat Pump	The heat pump situated within your Home which forms part of our Ambient Network.
Heat Pump Charge	A fixed amount payable by you for the servicing of your Heat Pump, which will be calculated on an annual basis and is charged to you on a prorated basis per day according to the number of days in the relevant billing period. The initial Heat Pump Charge applicable at the Start Date is set out in the Particulars section and will be increased by us from time to time in accordance with this Agreement.
Home Heating System	The heating and hot water equipment within your Home which is downstream of our Ambient Network, including hot water cylinder, pipes, radiators etc., but not including the Heat Pump.
Instalments	The monthly instalments for payment of the Charges payable by you as set out in your Bill.
Late Payment Reminder	The first communication (either by letter or by email) we send to you when you have not paid your Bill by the due date set out on the Bill or in line with the Instalments set out in your Bill.
Other Charges	The charges and costs which we may charge you in addition to the Standing Charge and the Heat Pump Charge, as specified in this Agreement, including those set out in the Particulars section.
Service Payment	A service payment that we may in the future be required to pay you in accordance with the law for a lack of availability of Ambient Heat at the Heat Pump and/or in relation to any other aspect of our Services.
Services	The services that we provide to you in relation to the Ambient Network and availability of Ambient Heat, including operation, maintenance, servicing, repair, replacement, equipment upgrade, billing, customer

support, administration, complaints handling, debt management, customer demand, compliance with Laws and insurance.

Standing Charge	A fixed amount payable by you for our provision of the Ambient Heat to your Heat Pump and for our provision of the Services to you . The Standing Charge will be calculated on an annual basis and is charged to you on a prorated basis per day according to the number of days in the relevant billing period. The initial Standing Charge applicable at the Start Date is set out in the Particulars section and will be increased by us from time to time in accordance with this Agreement.
Start Date	The date that this Agreement starts and from which terms take effect, being the earlier of the date that you first use the Heat Pump or that you notify us you have taken ownership or tenancy of Your Home as set out in Clause 8.
Your Home	The address set out in the Particulars section containing the Heat Pump to which we will make the Ambient Heat available.

2. AMBIENT HEAT

- 2.1. This Agreement will begin on the Start Date and will continue until it is ended by **us** in accordance with Clause 11 or by **you** in accordance with Clause 12.
- 2.2. **We** will aim to make the Ambient Heat available at the Heat Pump twenty-four (24) hours a day, seven (7) days a week unless it is interrupted or suspended in line with this Agreement.
- 2.3. **We** are unable to guarantee the availability of Ambient Heat at the Heat Pump at all times and sometimes interruptions may occur, including due to:
 - 2.3.1. a fault in the Ambient Network;
 - 2.3.2. maintenance, repair, replacement or upgrade works being required on the Ambient Network;
 - 2.3.3. risk of injury to any person or damage to property in relation to the Ambient Network;
 - 2.3.4. other circumstances outside of our reasonable control and which **we** could not reasonably have prevented.
- 2.4. **We** will provide the Services to the Ambient Network in accordance with good industry practice, exercising the skill, care and diligence of a reasonably skilled and experienced ambient network operator. **We** will be responsible for any damage that **we** cause to the Ambient Network in our delivery of the Services. From time to time, **we** may appoint agents and service providers to operate and maintain the Ambient Network and/or to provide all or some of the Services to **you** on **our** behalf.
- 2.5. **We** will use reasonable endeavours to prevent and minimise the duration of any interruption in the availability of Ambient Heat at the Heat Pump.
- 2.6. In addition to providing the Services to **you** in relation to the Ambient Network, **we** may from time to time offer **you** an advisory inspection of **your** Home Heating System, to suggest ways in which it could be used or maintained by **you** more efficiently. Such inspections and any recommendations offered to **you** are advisory only and **we** do not take any responsibility or liability for advice or actions taken as a result.

3. SERVICE PAYMENT

- 3.1. In the event that **we** are required by law to pay **you** a Service Payment, **we** shall do so in accordance with and at the amounts required by law.

4. REPORTING FAULTS, INTERRUPTIONS AND EMERGENCIES

- 4.1. If there is an Emergency, a fault on the Ambient Network and/or **you** suspect that the Ambient Heat is not available at the Heat Pump, **you** must tell us as soon as possible by taking the following action:
 - 4.1.1. In an Emergency, by calling our Housing Landlord Services Team;
 - 4.1.2. For a fault on the Ambient Network or you suspect that the Ambient Heat is not available at the Heat Pump, log on to your myeastbrooke portal and report the issue.

4.1.2 **We** will:

- 4.1.3. log **your** communication and give **you** a call reference number;
- 4.1.4. try to find out the cause of the issue;
- 4.1.5. inform **you** about what **we** are able and/or unable to do in response to the issue;
- 4.1.6. where necessary, arrange for **our** engineer to visit Your Home to investigate the issue further;
and/or
- 4.1.7. inform **you** if the issue relates to a matter which is outside the scope of our responsibility under this Agreement and, where **we** are able to do so, tell **you** who **you** should contact instead.

5. **RESPONSE TIMES**

- 5.1. If **we** agree to visit Your Home to investigate any problem or issue with the Ambient Network that **you** have notified to **us**, **we** will offer **you** an appointment within the response times set out in Clause 5.3.
- 5.2. The response times for appointments refer to the period of time between our Housing Landlord Services Team logging **your** call or email to **us** and the time of the first appointment offered to **you**. If that time is not possible or convenient for **you**, **we** will arrange an appointment at the earliest time that is convenient to **you**.
- 5.3. The response times are as follows:
 - 5.3.1. there is no interruption in the availability of Ambient Heat at the Heat Pump - within seven (7) days;
 - 5.3.2. there is an Emergency - within eight (8) hours; and
 - 5.3.3. restoring the availability of Ambient Heat at the Heat Pump after a planned interruption - within twenty four (24) hours from the time **we** told **you** that the planned interruption would come to an end.

6. **ACCESS**

- 6.1. Other than in an Emergency, **we** will give **you** at least 48 hours' written, email or telephone notice if **we**, or **our** service provider, need access to Your Home. It is **your** responsibility to keep **your** contact details up to date and notify **us** of any changes, so that **we** can notify **you** of any important information.
- 6.2. If **you** ask, **our** engineer will show **you** an identity card which includes:
 - 6.2.1. a colour photograph;
 - 6.2.2. their name;
 - 6.2.3. the name and contact details of someone so **you** can check the engineer's identity;
 - 6.2.4. an employee identification number; and
 - 6.2.5. the expiry date of the card.
- 6.3. **We** aim to make sure that **our** engineers:
 - 6.3.1. are polite and explain the reason for the visit; and
 - 6.3.2. are fit and have the appropriate skills to carry out the work.
- 6.4. Subject to us providing notice as set out in Clause 6.1, **you** agree to give **us**, safe and uninterrupted access to Your Home:
 - 6.4.1. for any purpose in connection with the Ambient Network and/or the Services including inspecting, testing, repairing, exchanging, installing, isolating or removing any part of the Ambient Network;
 - 6.4.2. if **we** have a right under this Agreement to suspend the availability of Ambient Heat at the Heat Pump;
 - 6.4.3. if **we** wish to recover any part of the Ambient Network or other equipment belonging to or used by **us**;
 - 6.4.4. at any time in an Emergency; or
 - 6.4.5. at any time where **we** are permitted to gain access under any relevant law.

- 6.5. In an Emergency **we** can enter Your Home if **you** are not there as long as **we** do not leave it less secure by entering it and as long as **we** pay **you** reasonable compensation for any damage that **we** cause to **your** property in gaining access.

7. MOVING INTO OR LEAVING YOUR HOME

- 7.1. **You** must tell **us** the date **you** purchase Your Home or are entitled to occupy it under a lease or tenancy agreement.
- 7.2. As long as **you** notify us as set out under Clause 7.1, **we** will:
- 7.2.1. give **you** details of the notice **you** must complete;
 - 7.2.2. tell **you** what personal information **we** need;
 - 7.2.3. tell **you** how much the Charges will be.
- 7.3. **We** aim to create a customer account within 10 working days from receiving **your** personal information.
- 7.4. **You** must give us at least two (2) working days' prior written notice of the date that **your** lease or tenancy agreement for Your Home comes to an end or the date **you** no longer have ownership of Your Home.
- 7.5. This Agreement will come to an end in one of the following circumstances:
- 7.5.1. where **you** have given us the two (2) working days' prior notice in accordance with Clause 7.4, this Agreement will come to an end on the date that **your** lease, tenancy agreement or ownership of Your Home comes to an end; and
 - 7.5.2. in the event that **you** do not provide **us** with the two (2) working days' written notice prior to date that **your** lease or tenancy agreement for Your Home comes to an end or the date **you** no longer have ownership of Your Home, then this Agreement will then come to an end on the earlier of:
 - 7.5.2.1. the second working day after the receipt of **your** written notice that **your** tenancy agreement, lease or ownership of Your Home has come to an end; or
 - 7.5.2.2. the date that another customer moves into Your Home and registers with **us** as a customer.
- 7.6. **We** will send **you** a final Bill within 6 weeks of the date that this Agreement comes to an end. If **we** cannot issue a final Bill within 6 weeks, **we** will explain why and issue a final Bill within 31 days of the date on which the final Bill was due to be issued.

8. INSPECTION, MAINTENANCE AND DAMAGE

- 8.1. **You** will not own or have any legal rights in the Ambient Network, including the Heat Pump. **You** must not interfere with, damage or attempt to remove any part of the Ambient Network, including the Heat Pump, or allow anyone else to do the same.
- 8.2. **You** must tell us as soon as possible if **you** believe the Heat Pump or any related equipment at Your Home is damaged or destroyed or if anyone other than **us** or **our** agents interferes with or removes the Heat Pump and/or ancillary equipment.
- 8.3. **You** are responsible for any damage (including damage caused by misuse, interference or vandalism but not damage due to fair wear and tear) to the Ambient Network that is caused (or permitted to be caused) by **you**, a member of **your** household or a visitor to Your Home.
- 8.4. **We** may charge **you** for the cost of any such damage, including the cost of any associated repair or replacement of the Heat Pump or any part of the Ambient Network, whether inside or outside of Your Home.
- 8.5. **We** may also charge **you** if **you** call us out and there is no fault found or if **you** make an agreed appointment and access to Your Home is subsequently denied. The conditions in this Clause do not affect any other right or remedies **we** may have under or in connection with this Agreement.

- 8.6. **We** are not responsible under this Agreement for inspecting, operating or maintaining the heating and hot water system in Your Home downstream from the Heat Pump in Your Home.
- 8.7. It is **your** responsibility to keep in good working order the heating and hot water system in Your Home downstream from the Heat Pump. If **we** reasonably believe that such heating and hot water system is causing problems with the Ambient Network, **we** may suspend the availability of the Ambient Heat to the Heat Pump until **you** fix the issue.
- 8.8. **You** will be responsible for payment to **your** utility company for the cost of electricity used by the Heat Pump.

9. BILLING

- 9.1. **We** will send **you** an annual Bill for the Charges. **Your** Bill will show the following for the billing period:
- 9.1.1. the billing date;
 - 9.1.2. the billing period;
 - 9.1.3. the amount of Standing Charge payable;
 - 9.1.4. the amount of the Heat Pump Charge payable;
 - 9.1.5. details of any other Charges or costs due;
 - 9.1.6. the total amount due for payment;
 - 9.1.7. the due dates for monthly payment
 - 9.1.8. the ways in which **you** can pay **your** Bill; and
 - 9.1.9. details of how to contact **us**.
- 9.2. **You** must make all payments by monthly variable Direct Debit unless **we** agree a different method of payment with **you**. If **we** agree to accept payment other than by variable Direct Debit or **your** Direct Debit is not honoured by **your** bank for any reason, **you** must pay **us** the amount due as shown on **your** bill within fourteen (14) days of the date of **your** bill. In these circumstances **we** may make an administration charge as set out in Clause 10.2.
- 9.3. If **you** do not pay any of the Charges on time, **we** may charge interest on the unpaid amount at the rate of 3% above the Bank of England bank rate in force at the time. Interest will apply as well as any other rights **we** have due to **your** failure to pay or to make payments on time. At **our** discretion, **we** may charge **you** for the cost of recovering the debt from **you**.
- 9.4. If at any time the total amount of payments **you** have made is less than the Charges payable to date:
- 9.4.1. **we** may require **you** to pay the difference to **us** within fourteen (14) days of the date of **our** Bill; or
 - 9.4.2. **we** may increase the amount **we** take from **your** bank account so that **we** recover the difference over a period reasonably acceptable to **us**.
- 9.5. **We** aim to process refunds of any money owed to **you** within ten (10) working days or, if **you** agree, **we** may use the amount towards **your** future Bill.
- 9.6. In certain circumstances **we** may issue a Back-Bill to **you** if **you** have not been correctly billed for the Charges. **We** will not issue a Back-Bill or otherwise ask for payment for the Services not billed for if more than one year has passed since the relevant date of accessing the Services and/or if **we** are at fault.
- 9.7. **We** will issue **you** with an Annual Statement showing:
- 9.7.1. the statement date;
 - 9.7.2. the statement period;
 - 9.7.3. the total amount **we** charged over the statement period;
 - 9.7.4. the Charges paid including the Standing Charge and the Heat Pump Charge; and
 - 9.7.5. the balance of **your** account.
- 9.8. **We** will either issue **your** Bill and Annual Statement by email or post. **You** will also be able to view these details on **our** customer portal, as long as **you** have registered for an online account.

- 9.9. **You** are entitled to request information regarding **your** historic Charges. Please contact the Housing Landlord Services Team to request a copy.
- 9.10. If **we** need to change the billing date, **we** will aim to give **you** thirty one (31) days' prior notice.

10. CHARGES

- 10.1. **You** agree to pay all Charges and costs billed by **us** under this Agreement, which shall include:
- 10.1.1. an amount to cover the Charges plus VAT at the prevailing rate;
 - 10.1.2. any amount **we** add to recover underpayments or overdue Charges (less any amount **we** take in relation to overpayments);
 - 10.1.3. any reasonable and proper costs or charges arising from damage for which **you** are responsible for under this Agreement or if **you** breach this Agreement in any other way; and
 - 10.1.4. any other reasonable and proper costs or charges made in line with this Agreement.
- 10.2. Please note, the Standing Charge and Heat Pump Charge shall remain payable by **you** even where **you** have not used the Heat Pump during the relevant billing period.
- 10.3. Other Charges may become payable by **you**, as set out below in the amounts shown in the Particulars section. **We** may increase the Other Charges from time to time on written notice to **you**:
- 10.3.1. administration charge; and
 - 10.3.2. failed appointment charge.
- 10.4. As a minimum, **we** shall review the Charges at least once every 12 months. **We** may apply an annual inflationary increase to the Standing Charge and the Heat Pump Charge following the annual review, based on the percentage increase in the consumer price index between the period of January to December preceding the review.
- 10.5. **We** may also change the Charges or their calculation at any time and for any reason including but not limited to:
- 10.5.1. a change in the costs to **us** of any utility services supplied to **us** by a utility company;
 - 10.5.2. other costs to **us** of providing making the Ambient Heat available at the Heat Pump and providing the Services, including changes to market conditions, materials, labour, service and administration costs;
 - 10.5.3. relevant laws or regulations; and
 - 10.5.4. taxes, rates and other charges **we** have to pay relating to the Services.
- 10.6. **We** will aim to provide **you** with at least thirty one (31) days' notice of any change in the Charges or their calculation.

11. SUSPENDING AMBIENT HEAT AND ENDING THE AGREEMENT

- 11.1. **We** may end this Agreement or suspend availability of the Ambient Heat to the Heat Pump immediately if:
- 11.1.1. **you** breach this Agreement in a material way (including any failure to pay the Charges);
 - 11.1.2. **we** have reason to believe that **you** or any other person has, or has tried, to tamper with the Heat Pump or any other part of the Ambient Network;
 - 11.1.3. **we** have reason to believe there may be a danger to life or property; or
 - 11.1.4. any other circumstances exist that are beyond **our** reasonable control and which prevents **us** from making the Ambient Heat available at the Heat Pump and/or providing the Services to **you** (including circumstances as a result of any relevant law or change in law) or where it is not

reasonable in all the circumstances for **us** to not make the Ambient Heat available at the Heat Pump and/or provide the Services to **you**.

11.2. If **you** do not pay any part of **your** Bill by the due date shown, **we** will send a Late Payment Reminder and if payment remains outstanding for more than fourteen (14) days after the communication is sent, **we** will then send **you** a Final Demand.

11.3. Each communication from **us** sent in accordance Clause 11.2 will set out:

11.3.1. the amount **you** owe;

11.3.2. the deadline by which **you** must pay the amount due being no less than fourteen (14) days; and

11.3.3. the action that **we** may take if **you** do not pay the amount due.

11.4. Following the Final Demand, **we** will send **you** at least one notice warning that availability of the Ambient Heat at the Heat Pump could be suspended because **you** have not paid the Charges in full. After having sent **you** the warning, if **you** still have not paid the Charges in full or agreed to a repayment plan with **us**, **we** will give **you** at least 14 days' notice before **we** suspend availability of the Ambient Heat at the Heat Pump. We will only suspend availability of the Ambient Heat at the Heat Pump where we are permitted to do so by law.

11.5. Suspending and resuming the availability of Ambient Heat at the Heat Pump may incur an administration charge ~~10.313.3[00]~~ in the amount set out in the Particulars section.

11.6. **We** will aim to make Ambient Heat available at the Heat Pump within twenty four (24) hours once **you** have paid the Charges and any relevant administration charge in full or **you** have agreed to a repayment plan with **us**. If **you** continue to not pay the Charges due following the agreement of a repayment plan with **us**, **we** reserve the right to suspend the availability of Ambient Heat at the Heat Pump following at least fourteen (14) days' notice.

11.7. If this Agreement is ended or **we** suspend the availability of Ambient Heat at the Heat Pump, **we** will still have all **our** rights against **you** and **you** must allow **us** or **our** staff, agents or subcontractor to enter Your Home to alter, remove or reconfigure any equipment if **we** need to do so and **you** will be responsible for **our** costs for this.

11.8. If the Ambient Heat is not made available to the Heat Pump Service but we have not ended this Agreement, **you** will continue to be responsible for paying the Standing Charge and the Heat Pump Charge.

11.9. If **we** consider it necessary, **we** may take any action **we** consider appropriate at **our** discretion (although we must act reasonably and in accordance with law in doing so), including but not limited to:

11.9.1. agreeing with **you** a repayment plan so **you** can pay the money **you** owe **us** over a period of time at a rate that is affordable to **you**. Any repayment plan may include a requirement that **you** keep **your** account with **us** in credit;

11.9.2. taking action to suspend the availability of Ambient Heat at the Heat Pump where **we** are legally able to do so, provided **we** have considered all available alternative options including a repayment plan; or

11.9.3. taking court action to recover outstanding Charges and other costs.

11.10. In the event that **we** incur costs in recovering any unpaid amounts from **you**, **we** may charge you for such costs to the extent permitted by law.

12. YOUR RIGHT TO END THIS AGREEMENT

12.1. **You** can bring this Agreement to an end if **you** are moving out of Your Home and terminating **your** tenancy agreement or if **you** no longer have ownership of Your Home by giving notice as set out in Clause 7.

12.2. **You** will continue to be responsible for paying any Charges which arise or accrue before the date that this Agreement comes to an end, even if:

12.2.1. Your Home is empty or lived in by someone else;

- 12.2.2. the Heat Pump is used by someone else without **your** knowledge or permission;
- 12.2.3. **you** do not use the Heat Pump for any period; or
- 12.2.4. access to the Ambient Heat not available for any reason.

13. CUSTOMERS IN VULNERABLE SITUATIONS

- 13.1. If **you** think **you** or anyone else residing at Your Home may be or become a Customer in a Vulnerable Situation at any time, please contact **us** so that **we** include **your** details on **our** priority services register and explain the benefits and additional support available to **you**.

14. SUBLETTING

- 14.1. **Your** responsibilities under this Agreement will not be altered or reduced in any way as a result of **you** subletting **your** interest in Your Home. As such, **you** will still be legally responsible to **us** for all Charges and if this Agreement is breached in any way by an occupier of Your Home, even if this was not by **you**.

15. COMPLAINTS AND SUPPORT

- 15.1. If **you** have any complaints about the availability of Ambient Heat at the Heat Pump or our provision of the Services, **you** can contact **us** by phoning, emailing or writing to **our** Housing Landlord Services Team using the details set out in the Particulars section, or as **we** otherwise notify **you**.
- 15.2. **We** will aim to settle **your** complaint as the first point of contact. If **we** cannot do this, **we** will aim to complete **our** investigations in line with **our** Complaints Procedure and contact **you** with **our** decision within 15 working days.
- 15.3. If **you** are still unhappy with the outcome of **your** complaint, **you** can ask **our** Housing Landlord Services Team to review the outcome of **your** complaint. **We** will then carry out a full review of **your** complaint and will keep **you** updated during every stage of the review. **We** will aim to complete the review process within 20 working days and on completion, **we** will send you a response setting out **our** decision on the complaint.
- 15.4. If **we** determine **we** are unable to resolve **your** issue or complaint or if **your** issue or complaint remains unresolved 8 weeks after **we** received such, **we** will write to **you** and set out how **you** can refer the matter to the Energy Ombudsman who will carry out an independent investigation. **You** can also contact the Energy Ombudsman using the following details:

15.4.1. **Energy Ombudsman:** Helpline: 0330 440 1624, Lines open: Monday to Friday, 8am-6pm; Email address: enquiry@energyombudsman.org; Website address: <https://www.energyombudsman.org/contact-us>

- 15.5. **You** can contact any of the following organisations at any time for independent advice and support in relation to: the availability of **your** Ambient Heat, how to optimise energy efficiency within Your Home or this Agreement as a whole:

15.5.1. **Energy Saving Advice Service:** Helpline: 0800 098 7950, Lines open: Monday-Friday, 8am-8pm; Email address: energy-advice@est.org.uk; Website address: https://energysavingtrust.org.uk/about-us/contact-us?_gl=1*ge8evl*_up*MQ..*_gs*MQ..&gclid=EAlalQobChMI9sfytaCQkQMVpo9QBh2WmgS1EAAyAAAEgLfSD_BwE

15.5.2. **The Citizens Advice Bureau:** Citizens Advice England consumer helpline: 0800 144 8848; Lines open: Monday to Friday, 9am to 5pm; Website address: <https://www.citizensadvice.org.uk/about-us/contact-us/>; or

15.5.3. **National Debt line:** Helpline: 0808 808 4000, Lines open: Monday to Friday 9am to 8pm, Saturday 9:30am to 1pm; Website address:

16. LIABILITY

- 16.1. **We** do not exclude or restrict **our** liability for death or personal injury caused by **our** negligence or that of any applicable agent, service provider or subcontractor.
- 16.2. Neither **we** nor any of **our** employees, agents or subcontractors will ever be legally responsible under or in connection with this Agreement for:
- 16.2.1. indirect or consequential loss;
 - 16.2.2. financial loss, loss of profit, revenue, contract, goodwill or third-party claims;
 - 16.2.3. any loss caused by corruption or damage to electronic information or software; or
 - 16.2.4. loss caused by something beyond our reasonable control that **we** could not have reasonably prevented.
- 16.3. Other than in relation to incidents for which **you** are entitled to Service Payments as referred to in Clause 3, **we** will not be liable to **you** for more than £1,000 per incident or series of related incidents in any 12-month period.
- 16.4. **Your** remedies for **us** breaching this Agreement will be limited to the financial amounts mentioned in this Agreement. **You** will not have the right to end this Agreement other than in the circumstances referred to in Clause 12.1.

17. DATA PROTECTION

- 17.1. **We** will only use information **we** have about **you** and **your** customer account and any information **we** may have about other individuals at Your Home as set out in this Clause 17 and in line with relevant legal conditions including the Data Protection Act 2018, the General Data Protection Regulation (“**GDPR**”) and other law regarding the protection of personal information and privacy.
- 17.2. **We** will use information **we** hold about **you** and **your** customer account and other individuals at Your Home to deal with **your** account, including but not limited to:
- 17.2.1. setting up or closing **your** account and making any changes to the terms of providing the Services to **you**;
 - 17.2.2. identifying **you** when **you** make enquiries;
 - 17.2.3. market research and providing information to **you** by post or email about the services **we** provide;
 - 17.2.4. issuing bills and recovering debts;
 - 17.2.5. preventing fraud or loss;
 - 17.2.6. quality assurance (including recording communications with **you**);
 - 17.2.7. checks with credit-reference agencies (who will keep a record of the search); or
 - 17.2.8. in any of the ways detailed in the Customer Privacy Notice at SCHEDULE 1.
- 17.3. In connection with **your** customer account, **we** may share information about **you** and other individuals at Your Home with others, including others within **our** group companies, service providers, managing agents and credit-reference and fraud-prevention agencies or if **we** have to provide information for regulatory purposes, or are required or allowed by law to provide information.
- 17.4. If **we** believe that **you** may be a Customer in a Vulnerable Situation or **you** have informed **us** that **you** are a Customer in a Vulnerable Situation and **you** may need extra care, **we** can record that information about **you** for the purposes of keeping a priority services register and providing any additional support **you** may require. **We** can record and maintain such information for any member of Your Home.

17.5. In signing this Agreement **you** are agreeing to us monitoring information on how **you** access the Services and use the Heat Pump so **we** can decide on costs and so on as well as the associated environmental effects at the development. **We** pass this information to other organisations but **we** will not disclose **your** individual address.

18. GENERAL

18.1. For the purposes of this Agreement:

18.1.1. references to clauses are (unless otherwise stated) to clauses of this Agreement;

18.1.2. words and phrases defined in Clause 1 shall have the same meaning when used in this Agreement;

18.1.3. reference to a law includes statutes, laws, common laws, by-laws, regulations, delegated legislation or order as the same as amended, modified or replaced from time to time;

18.1.4. words importing the singular also include the plural and vice versa, words importing a gender include every other gender and references to persons include bodies corporate or unincorporated, including partnerships and their successors and assigns;

18.1.5. the headings are inserted for convenience only and have no legal effect;

18.1.6. the terms "include", "including", "in particular" or any similar expression shall be construed without limitation;

18.1.7. reference to a 'day' or 'month' is reference to a calendar day or month (as applicable); and

18.1.8. 'in writing' will include in email format unless expressly excluded.

18.2. This Agreement, its schedules include everything agreed between **us** and **you**. It replaces anything that was communicated before about the subjects dealt with in this Agreement. Communications from **us** to **you** will only change the terms of this Agreement if the communication is in writing and expressly states that its effect is to change the terms.

18.3. In the event of any discrepancy between this Agreement and its schedules, this Agreement will take priority.

18.4. **We** shall comply with all laws applicable to our role under this Agreement, as from time to time in force and updated.

18.5. In the event that more beneficial rights are available or become available to **you** under applicable law, the applicable law will take precedence over the terms of this Agreement.

18.6. This Agreement is governed by the laws of England and Wales and any disputes will be dealt with by the courts of England and Wales.

18.7. **We** may transfer any of **our** rights under this Agreement to any other person or organisation and may subcontract any of **our** responsibilities under this Agreement to any other person or organisation.

18.8. **You** may not transfer any of **your** rights under this Agreement to any other person or organisation without **our** prior written consent.

18.9. Nobody else can enforce any rights under this agreement so the Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement.

18.10. **We** can vary the terms and conditions of this Agreement without **your** consent.

SCHEDULE 1 - CUSTOMER PRIVACY NOTICE

Privacy Notice for Heat Network

This notice sets out how Eastleigh Borough Council (EBC) collects and processes any information that you give, including your personal data, in relation to the Heat Network service. Eastleigh Borough Council (EBC) is committed to protecting and respecting the privacy of your personal data. As a registered Data Controller (Reg. no. Z7118863) we comply with the United Kingdom General Data Protection Regulations 2018 (UKGDPR). Our full privacy notice can be found at www.eastleigh.gov.uk/privacy.

Why do we need your personal information?

Category of personal data we may request includes:	Purpose of requesting information:
• Name; • Address; • Date of Birth; • Contact details including email address and telephone number; • Location data • Information relating to personal circumstances such as financial and household details; • Information relating to any disclosed vulnerabilities	• To enable the processing of customer enquiries; • To provide existing customers with priority services; • To better understand your heating requirements; • To improve the services that Heat Network offers; • To arrange and carry out provision of heating services; • Maintain our customer accounts and records; • Collect and receive Heat Network Charges including the recovery of outstanding debts; • To deal with any issues or complaints that arise in relation to your Heat Network account; • Undertake maintenance, servicing and repairs to the Heat Network and Heat Pump
Who we may share your data with includes but is not limited to • Contractors/Maintenance/Out of Hours Services (including Wates Group Limited and Rendesco Limited, approved sub processors)	

- EBC Case Management Officers
- Debt collection agencies
- Ofgem
- Energy Ombudsman

Lawful basis for using your special personal data:

- Consent – Article 6 (1) (a) UKGDPR
- Legitimate Interests – Article 6 (1) (f) UKGDPR
- Substantial Public Interest - Article 9(2)(g) UKGDPR

Who we might share your information with

Your personal information will be treated as confidential, but it may be shared with other Council services in order to provide services, meet our legal obligations as a Local Authority, ensure our records are accurate and up-to-date, and improve the standard of the services we deliver.

It may also be shared with external organisations involved in delivering services on our behalf where the Council has a lawful basis to do so. We will only use your information in ways which are permitted by the General Data Protection Regulation and the UK Data Protection law.

The Council has a duty to protect the public funds it administers and may use the information you have provided or share it with other bodies for the purpose of preventing and detecting fraud. This includes participation in the Cabinet Office National Fraud Initiative.

We will not use your personal data for marketing products or services.

In the course of conducting our business, we may from time to time conduct voluntary surveys to collect information about how our services are performing, what improvements we could make and other information about the demographics and make-up of the borough. Only statistical information is ever shared, used or analysed from these surveys.

How long we keep your data

We retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purpose of satisfying any legal, accounting or reporting requirements, or to fulfil statutory obligations. Full information regarding retention periods for the different types of data can be found on our website in our retention and disposal schedule.

Right to object

Where processing your personal information is required for the performance of a public interest task (see our lawful bases above), you have the right to object on 'grounds relating to your particular situation'. We will have to demonstrate why it is appropriate for us to continue to use your personal data.

Changes to this Privacy Notice

We review this Privacy Notice regularly and will place updates on our website.

Data Protection Officer

If you wish to ask us anything about data protection, ask for a copy of your data or you have a complaint about how we have used or looked after your data, you can contact our Data Protection Officer at:

Data Protection Officer
Eastleigh Borough Council
Eastleigh House
Upper Market Street
Eastleigh SO50 9YN

Email: DP@eastleigh.gov.uk

For more information on Data Protection in general, or if you wish to make a complaint relating to how your personal data has been used, please contact:

The Office of the Information Commissioner
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AX

Website: www.ico.org.uk

Email: casework@ico.org.uk