

Customer heat supply agreement

This Agreement is between you and _____ in relation to the supply of the Heat to you at the Supply Address. This Agreement includes the information in the table and attached Heat Supply Agreement. Heat will be supplied to you in accordance with these two documents.

By signing this Agreement and/or using heat at your home:

- You are making a legally binding agreement with us to comply with this agreement.
- You agree to pay all charges due on time by the agreed payment method.
- You confirm that you have read and understood this agreement.

**Important information - please read the heat agreement,
page 4 onwards, before you sign and date.**

We/us/our	
Property details (your home)	
Your home is part of _____ (the development) which has been connected to the district heating scheme.	
Your unique property reference (UPR) number is _____	
Address line 1:	County:
Address line 2:	
Address line 3:	Postcode:
Number of bedrooms:	
Property type:	Shared ownership Leaseholder General needs
Date on which you will occupy the property:	
Customer details (you)	
Title:	Full name: J
Billing address (leave blank if the same as supply address):	Phone:
	Mobile:
	Email:
Please confirm your email address for all communication to be sent (using your email address above):	
Security questions	
Please provide answers to two of the security questions below so we can identify you if you call us:	
Mother's maiden name:	
Name of first pet:	

A memorable place:	
Your favourite colour:	
A memorable date:	
Customer Enquiries	
Your heat provider is:	
Customer Enquiries for your heat meter is:	
Customer Enquiries for your HIU is:	
Peabody customer care line:	
Metering and billing information	
Initial standing charge £/day excl. VAT	
Initial variable charge £/kWh excl. 5% VAT	
Elements included in standing charge (Metering and billing service charge at 20% / Utility charge at 5%)	
Billing frequency (credit billing only)	
Friendly disconnection periods (PAYG only)	
Are your bills paper or electronic	
Resident (homeowner/tenant)	
Billing agent	
Maintenance responsibilities	
Meter type	Pre-payment Credit
Emergency reporting	
For office use only	
Date received:	
Customer's unique reference number:	

**Important information - please read the heat agreement,
page 4 onwards, before you sign and date.**

Customer signature:

PRINT name:

Date:

Peabody signature:

PRINT name:

Date:

Heat supply agreement - important information

Please read the below details before you sign and date page 3.

This agreement includes important details about the heat service you will receive and your obligations as a customer.

By purchasing a property or accepting a tenancy agreement and using heat and hot water at your new home, you are indicating that you understand and accept the arrangements included below.

To be read in conjunction with your tenancy or lease agreement. For the avoidance of doubt, as per your tenancy or lease agreement, you as the tenant or leaseholder are fully responsible for paying your utility bills in a timely manner.

General information

What is a heat network?

Heat from a communal or a district heat network is supplied to your home for you to use for heating and hot water. The heat is produced by a centralised boiler, combined Heat and Power (CHP) engine or another heat source located in a central plant room. The heat is then transported to your home via a network of water pipes.

You'll find a Heat Interface Unit (HIU) within your home, this looks a bit like a boiler and is usually located in the utility cupboard. This controls how much heat is taken from the network for the purpose of meeting your household's heating and hot water needs. Your experience of the heating and hot water you receive should be similar to having a 'combi' boiler in your home in place of the HIU.

Why is a heat network provided at this development?

New developments have to comply with policies and standards set by the government. The government's current energy policy requires the development of heat networks in cities wherever feasible. Heat networks generate heat and power more efficiently, improve energy security and self-sufficiency, and reduce carbon dioxide emissions. As a result, most new developments in London, including yours, are connected to a heat network.

Key difference of heat networks

Heat networks operate differently to gas and electricity utilities, there is an open retail market for gas and electricity utilities and customers can choose their utility supplier and switch between suppliers.

It is not possible for residents who receive heat from a heat network to choose their heat supplier or switch between suppliers and you cannot use alternative sources of heat to supply your home.

This is because the network itself, including the on-site generating plant, is owned and operated by your heat supplier. Switching suppliers and management of this equipment would be complicated and costly.

Does this affect my electricity supply?

The electricity supply to each property is separate from the heat service. You can select your own electricity supplier from the open market.

Service details

Who is my heat supplier?

As the landlord and manager of this development, _____ is responsible for operating the heat network and providing heat energy to your home in the form of heating and hot water. The service will be provided in accordance with the terms of your lease or tenancy agreement.

We are committed to providing an excellent heat service for residents and operating in accordance with industry best practice. We supply heat on a not-for-profit basis, and we work hard to ensure heat charges are kept as low as possible by competitively procuring utilities and services.

Repairs and maintenance and metering and billing will be carried out on our behalf by our trusted contractors, details of these contractors are in the Table in Part 1. We may appoint other service providers to operate or manage the heat network on our behalf in the future.

What will I get from the heat service?

_____ will be responsible for ensuring that heat and hot water is available to you. In the unlikely event that you lose supply for any reason, we will do what we can to identify the problem and reinstate the supply as quickly as possible.

_____ or our agents will undertake maintenance and repairs to the heat network, including the Heat Interface Unit (HIU) which will either be located within your home or in a cupboard outside. We will service the HIU at least once every two years, carry out repairs necessary to fix faults that may arise with the HIU, and replace the HIU when it reaches the end of its life. See repairs and maintenance section below and visit

www.peabody.org.uk/your-home/all-about-repairs/repair-guide for more details

Will I always get heat and hot water?

Your supply will always be available unless planned or unplanned outages occur. While every effort is made to ensure that heat is always available to you, _____ are not responsible for any deterioration in the quality or disconnection of the heat supply or any unavailability to your home:

- If there is risk of personal injury or damage to any home
- If there is a fault or work required to any parts of the energy system or equipment in your home
- If there is an event or circumstance beyond _____ reasonable control which prevents us from performing some or all of our services
- If you have caused or contributed to it
- If this agreement has been suspended or cancelled

We will use reasonable endeavours to avoid any discontinuation or unavailability of the supply and to rectify any issues as soon as reasonably practicable.

Setting up my account – what do I need to do?

Your billing provider will set up your heat account once you move in. You do not need to contact your billing provider to notify them that you have moved in or request that they set up your account,

_____ will take care of this for you. You don't need to provide a meter reading but we recommend that you take a meter reading when you first move in and keep this for your records – your heat meter will be located next to or inside your HIU.

Once your account is set up, you will receive a welcome letter in the post. Your heat account should be set up within a month of you moving in. Please bear this in mind if you wish to contact _____ or your billing provider with a query.

Heat charges

How much will I pay for heat?

You'll be charged a heat tariff that will be set by _____ ; this tariff reflects the cost of producing and supplying heat to you.

The tariff you pay is made up of two parts –

A variable usage charge: This is calculated by multiplying the unit price by the amount of heat your household uses, measured in kilowatt hours (kWh).

A fixed daily standing charge: This figure is normally charged on a daily basis and is payable regardless of how much heat you use. The fixed charge may include the following elements:

1. Metering and billing standing charge - this covers the cost of remotely reading your meters to obtain readings, the cost of producing bills, processing payments and customer service.
2. Utility charge – this charge is associated with supplying the network with utilities such as gas. It also includes things like availability charges and government and environmental levies.
3. Administration charge – this covers staff and other costs that are required for the running of the heat service.

In addition to the above, you are also responsible to pay:

- Any amount that may be needed to recover under payments
- Costs arising from damage to the heat network for which you are responsible
- Value Added Tax (VAT) as required by law on the amounts that are charged to you.

The Table in Part 1 sets out your initial variable charge and initial standing charge, what elements make up the standing charge and the amount of VAT required.

The heat tariff does not cover the costs of maintenance and repairs and renewal to the heat network. These costs are charged separately through the service charge if you are a homeowner or are paid by _____ if you rent your home.

You may be used to having a domestic gas boiler for heating and hot water and paying for the gas supply. Please note, a heat tariff is different to a domestic gas tariff and should not be directly compared. A domestic gas tariff charges you for the raw fuel rather than the actual thermal energy you receive from your boiler once it has converted the gas to heat. The heat tariff charges you for the actual thermal energy you receive from the heat network.

Tariff review

_____ will review and adjust the heat tariff at least once a year. We will notify you of any change to the tariff at least one month before the change takes effect.

On some new developments, an additional tariff review may be required within the first few months and may be followed by further reviews and adjustments depending on external factors as listed below.

The tariff review will usually reflect variations in:

- the costs of any utilities or utility services required for providing the heat supply;
- other costs required to provide the heat service;
- taxes, rates and other charges which relate to the heat supply services;
- inflation; and
- laws and regulations.

Billing and payment

The Table in Part 1 will detail which of the following billing methods you will use at your home.

Credit billing

How will I be billed?

You will receive a regular bill for your household's heat charges from your billing provider. The frequency of bills and whether electronic billing is available is set out in the Table in Part 1. Bills will be calculated based on the current heat tariff, your metered or estimated heat usage, and any additional charges that you owe. You should receive your first bill within 2 months of your sales completion or tenancy start date. Your billing period will begin from this date.

Your bill will generally set out:

- The charges you must pay (including any amounts you must pay immediately).
- Any difference between an estimate of the heating you have used and an actual meter reading.
- The total payments made for the relevant month.
- The balance of your account.

If you have been paying for less heat than you have been using, you may receive a separate back-bill for the difference, or the difference may be included in your next bill.

How will my heat usage be measured?

The HIU in your new home is fitted with a heat meter, which measures how much heat energy your household uses. In order to produce bills based on your actual heat consumption, your billing provider will read the heat meter remotely via electronic data connections. This includes your initial meter read for your first bill.

If for any reason it is not possible to take a remote reading, your bill will be based on estimates. You will have the option to submit your own reading in the absence of a remote reading.

How can I pay my bill?

You agree to and must pay the charges set out in your bill in full to your billing provider by the due date specified on your bill.

A number of convenient payment methods are available, these will be detailed in your bill.

We would encourage you to set up a variable Direct Debit arrangement, for peace of mind that your heat bill is being automatically paid each month.

What will happen if I don't pay my bill?

It is your obligation as a heat customer to pay for the heat service, and it is very important that you pay all bills in full and on time. If for any reason you become concerned about your ability to pay for your heat charges, please inform _____ or your billing provider immediately.

If you do not pay your bill in full when payment is due, you might be charged interest on any unpaid amount. Interest will be charged daily at the rate of three percent per year above the Bank of England Base Lending Rate in force at the time.

If you do not pay all or part of the charges when they are due, you may receive a reminder letter. If you do not pay the full amount owed by the due date specified in the reminder letter, you may then receive a final demand letter.

If you do not pay the amount that you owe by the due date specified in the final demand letter:

- Action may be taken to recover any debts owed.
- Your heat supply may be suspended or disconnected.
- You may be required to pay a deposit as security for payments that may become due.
- We may install a 'pay as you go' meter to measure and control the heat supply provided to your home which you may be charged for.
- We may install equipment that restricts, suspends or disconnects the heat supply to your home, which you may be charged for.

As part of this agreement, you agree that your

has the right to take any of the above steps.

Can I choose to receive a pay-as-you-go service instead?

If you have a pay-as-you-go meter installed at your home, you may be able to switch to a convenient pay-as-you-go service. See the pay-as-you-go section for more details of this service.

If you would like to receive a pay-as-you-go service instead of the monthly billing service, please contact your billing agent to discuss an account switch.

What if I intend to sublet my home?

If you are a homeowner and you intend to sublet your home, subject to the conditions of the lease, please be aware that as the named leaseholder you will remain responsible for heat consumed within the home and for payment of the associated charges. Bills would continue to be issued in your name and it will not be possible to have them issued in your tenant's name instead.

In order to reduce your risk in recovering heat costs from your tenant, you may wish to request that your heat account is switched into pay-as-you-go mode if available, as detailed above. The heat account would still be in your name, but your tenant would need to make payments to top up the account with credit to receive heat and hot water.

Pay-as-you-go

What is the pay-as-you-go service?

You will receive a convenient pay-as-you-go service for paying your heat charges. This service enables you to top up your heat account with credit, like you would a pay-as-you-go mobile phone or travelcard. There is a range of convenient payment methods to choose from. You can check your credit balance using the smart display fitted in your home.

When will the pay-as-you-go service start?

Once you've moved in it could take a few weeks for your pay-as-you-go service to be activated. Your billing provider will contact you to confirm the activation date. They may add free credit to your account to get you started once the pay-as-you-go service is activated, but then you'll need to start topping up your credit yourself.

Please note that the heat charges you incur between your tenancy start date and the pay-as-you-go activation date will be added to your heat account as a debt, and a proportion of each top-up you make will automatically go towards paying this off until it is cleared.

How will my heat usage be measured?

The Heat Interface Unit in your home is fitted with a heat meter, which measures how much heat energy your household uses. You will be charged based on how much heat you have used plus a daily standing charge as described in the 'heat charges' section.

How can I keep track of my heat usage and payments?

Your home is fitted with a pay-as-you-go device which tells you how much credit you have on your account. It also reads data from the heat meter and displays lots of useful information about your household's heat usage. You can use this to monitor what you use, to help you reduce your heat consumption and to help you save money on your bills. For more information refer to the welcome pack provided by your billing provider.

How can I top up my credit?

Several convenient ways to top up your account are available, please refer to the welcome pack for details of these. One method available is to pay using a dedicated payment card. You will generally receive your payment card in the post shortly after you move in and your account has been set up. Contact your billing provider to request any additional or replacement cards (you may be charged a small fee).

What happens if I don't top up in time?

If your credit runs out and the account balance reaches zero, your heat supply will be automatically deactivated. The heat supply will then be automatically reactivated once you top up your account and it is in credit.

Emergency credit allowance

If you are running out of credit and are unable to top up your account, you can activate an 'emergency credit allowance' which will give you a bit more time to make a payment. You will need to pay back this emergency credit the next time you top up. Please refer to your user guide for further information about the availability of emergency credit.

Friendly disconnection periods

If you run out of credit and have used all your emergency credit, there are certain times of the day or week when your heat supply will not be deactivated. These are called 'friendly disconnection periods' and correspond to times when topping up might not be convenient. Please see the Table in Part 1 for when these periods apply.

Remember the daily fixed charge

Remember that your heat tariff includes a fixed charge which is payable daily regardless of the amount of heat you have used. Therefore, even if you are not using any heat at all, e.g. you are away on holiday, the fixed charge will still be deducted from your credit each day. You need to make sure there is always credit on your account to allow for this. If you do not, your heat supply will be deactivated and an arrears balance will be created. You would need to then top up to pay back the arrears before your heat supply can reactivate.

What protection is there for vulnerable customers?

If you are concerned about your ability to manage your heat account, the impacts that deactivation of your heat supply could have on the health of you or another member of your household, or your ability to access the payment methods available to you, please contact
or your billing provider to discuss your circumstances.

Repairs and maintenance

Who will repair and maintain the heat installations in my home?

Energy system:

What it is	The energy system is made up of all the equipment that generates and transfers heat around the site. This includes the Heat Interface Unit (HIU), associated heat metering equipment, any pay-as-you-go meter and the supply pipework running between the communal corridor or street and the HIU which may be located within your home
Who owns it	This is usually all excluded from the demise of your property, therefore this equipment remains in the ownership of . This even applies to the parts located within your home, like the HIU. The details of the demise of this equipment will be set out in the Table in Part 1 in line with your lease or tenancy agreement.
Maintenance	is responsible for maintenance, repairs and replacements (where necessary) of this equipment. Only contractors appointed by may carry out maintenance work on these components. You must allow these contractors access to your home to carry out repairs, servicing, replacements and upgrades as required. You must not damage, tamper with or allow another contractor to carry out work to these components, and you may be charged for any damage caused to them or to the wider heat network if you do. You will also be responsible for the cost of repairing any damage to the heating system caused by you.
Fixing faults	You must report any suspected faults with the energy system that you are aware of to the customer care line. If a repair is required at your home, they will arrange for an engineer to visit.

Internal heating circuit:

What it is	The internal heating circuit is made up of the radiators, underfloor heating (where applicable), heating controls (thermostats, programmers, timers), the hot water taps and showers, and all the pipework that runs between the HIU and the radiators / taps / showers in your home.
Who owns it	If you are a homeowner, this is usually included in the demise of your property and therefore you own this equipment. If you rent your home, owns this equipment.
Maintenance	If you are a homeowner, you are usually responsible for maintenance, repairs and replacements of this equipment. This should be carried out in accordance with the manufacturers' recommendations and your lease. If you rent your home, is responsible for maintenance, repairs and replacements of this equipment and you should report any faults to us. Your maintenance responsibilities are set out in the Table in Part 1 and are in line with your lease or tenancy agreement.
Fixing faults	If you are a homeowner, you should report any faults that occur within the defects liability period to the Customer Hub. If you rent your home, contact your Customer Care Line to report any faults relating to this equipment.

What should I do if my heating and/or hot water isn't working?

Whilst every effort is made to ensure that heat is available to your home at all times, there is no guarantee that the heat supply will always be available to you. If your heating and/or hot water isn't working, this could be due to either a fault or maintenance to the energy system (including the HIU in your home) or a fault to your internal heating circuit. Since different parties may be responsible for the energy system and the internal heating circuit (as set out above), it is important to work out where the fault is likely to be so that you can report it correctly and as soon as possible. Please check that your programmer, thermostat(s) and radiator control valves are all set correctly by referring to the technical booklets provided with your residents' manual.

If the fault is persisting you must contact
who to contact are in the Table in Part 1.

as soon as possible. Details of

Reporting faults and response times

If you want to make a complaint, please refer to Peabody's website at
www.peabody.org.uk/make-a-complaint

Giving access to your home and appointments

If an engineer or representative needs to visit your home to investigate the problem, you will be offered an appointment between the hours of 8am and 6pm. In an emergency it may not always be possible to offer you an appointment.

If you make an appointment and cannot keep it, you must contact the engineers who booked your appointment and tell them. You may be charged a missed appointment fee if you fail to do so.

Under the terms of your lease or tenancy and under the terms of this agreement, you must give access to an _____ engineer or representative at all reasonable times and at any time if there is an emergency that requires access to your home.

Contact us

If you have any questions about your heating services, please get in touch by calling our Customer Hub on **0300 123 3456** or on online at www.peabody.org.uk/contact-us

Cancellation

Cancellation by you

This agreement will be cancelled if you sell your property or end your tenancy. After such time, you will remain responsible for any charges that are outstanding under this agreement at the cancellation date and we will be entitled to recover those charges from you. If you are selling your property you must inform _____ at least 2 weeks before you leave, please contact the _____ resales team to do this.

Cancellation by your heat supplier

We can immediately cancel this agreement, suspend the heat supply, or disconnect you from the heat network in the following circumstances:

- If you have broken this agreement (other than not paying the charges) and you do not put the matter right within 14 days of us telling you to.
- If we have reason to believe that you (or any other person) have stolen heat or hot water from the heating system, or otherwise used the heating system without authorisation, or tried to do so.
- If we have reason to believe there may be a danger to people or property.
- If an event or circumstance beyond our reasonable control prevents us from providing the services to you, and we have taken reasonable steps to prevent the event or circumstances from affecting the services.
- If we no longer have the rights we need to use the heating system to provide the services.

After we cancel this agreement, suspend, or end the services, or disconnect the heating system, we will still have all our rights against you. You must allow our authorised employees, agents, and subcontractors to enter your home to alter, remove or reconfigure any part of the heating system. Also, you must pay us all amounts you still owe us under this agreement.

Privacy notice

Peabody Trust is the data controller responsible for your data in relation to your Heat Supply Agreements. We only use your personal information for the purposes of managing your energy supply and supporting energy use your home. We process your information in connection with this because it is “necessary in the performance of a contract” (your Heat Supply Agreement). We use trusted third-party providers to help us do this and they too, will have access to your information in order to provide their service. These providers are our data processors, they operate under a contract and can only use your data to for this purpose. We keep your energy related data for 7 years.

Your rights

You have several rights in relation to your data. These are:

- **Transparency:** You have the right to be informed about how we are using your data.
- **Access:** You have the right to ask us what personal information we hold about you, and to request a copy.
- **Objection:** You can object to the processing of your personal data.
- **Withdrawal of consent:** if we are processing your data based on your consent, you can withdraw this consent at any time but that might affect the service we can provide.
- **Rectification:** If you think that the personal data we hold about you is inaccurate or incomplete, you have a right to request that it be rectified.
- **Erasure:** You can ask us to delete your personal data where it is no longer necessary for us to use it.
- **Data portability:** You can request the transfer of your personal information to another party under certain circumstances.
- **Appeal:** If you are not satisfied with the way that we have dealt with your personal data, you have the right to appeal to the Information Commissioners’ Office at www.ico.org.uk

For more information about our obligations and your rights, visit our full Privacy Notice at www.peabody.org.uk/terms-conditions/privacy

Legal

This Agreement forms the entire legal contract between you and us for providing the services at your home. This Agreement replaces anything relating to the service that happened or was written before you and we entered into this agreement.

When entering into this agreement, you and we did not rely on any statement or assurance that is not set out in this agreement. This does not limit any liability for fraud or fraudulent misrepresentation.

We can change any of the terms and conditions of this agreement to reflect changes in:

- market conditions affecting our business;
- technology;
- payment methods;
- relevant laws and regulations; or
- the design, capabilities, ownership or operation of the heating system.

If we make any changes, we will tell you in writing. You cannot make any changes to this agreement.

No part of this agreement gives anyone other than you or us the right to benefit from or enforce this agreement.

We can transfer any of our rights and obligations under this agreement, and subcontract any of our obligations under this agreement, to any other person or entity. We will give you details of any person or entity who may need to enter the property in connection with the services upon request. We will be responsible for our subcontractor's actions or failures to act. You must not transfer any of your rights and obligations under this agreement, and subcontract any of your obligations under this agreement, to any other person or entity.

If any relevant authority decides that any of the terms or conditions of this agreement are invalid, unlawful or cannot be enforced, that term or condition will be considered not to form part of this agreement, and the remaining terms and conditions will continue to apply.

Governing law

This agreement is governed by the laws of England and Wales and the courts of England and Wales.



45 Westminster Bridge Road
London SE1 7JB
Tel: 0300 123 3456
www.peabody.org.uk