



Connect Services TERMS AND CONDITIONS

1. These Terms and Conditions shall apply in respect of your order for the UCR Connect Services specified in our Order Confirmation Letter. The Order Confirmation Letter is the acceptance of your order. By using our Services or agreeing to these Terms, you agree to our collection and use of your data as described in our Privacy Policy.

2. In these Terms and Conditions, the following terms shall apply:

'Us' and **'We'** means UCR Consultants Limited (Company Number 06971697) whose registered address is 78 Loughborough Road, Quorn, Leicestershire, LE12 8DX and the term **'our'** shall be construed accordingly.

'You' means the person whose order for Work is accepted and the term **'your'** shall be construed accordingly. Where this is more than one person, your obligations under these Terms and Conditions shall be joint and several.

'Additional Services' means services outside the Services detailed within these terms and conditions.

'Contract' means the contract for Services provided by the Company.

'Order Confirmation Letter' means confirmation of services agreed.

'Work' means the Services to be supplied to you in accordance with the Order Confirmation Letter and these Terms and Conditions.

'Terms and Conditions' means the standard terms and conditions set out in this document and otherwise includes any special terms and conditions agreed in writing between You and Us.

'Services' means those services provided by the Company.

3. You are agreeing

You are agreeing to enter into a 12-month contract, in which we will provide you with the following services:

Non half hourly meter(s)

- Robotic bill validation service.
- A quarterly summary report detailing your energy usage and comparing it with previous months.
- A follow up with you if there are any unexpected changes in your usage pattern to make sure everything is OK.
- Confidence that you will receive the correct tariff rates as set out in UCR supply contract and flag any billing errors to your supplier and ensure these are fixed.

Half hourly meters(s)

- Robotic bill validation service.
- Access to the UCR Energy Management Portal where you can monitor and analyse your usage.
- Monthly summary report to you detailing your energy usage and comparing it with your history.
- An update if there are any unexpected changes in your usage pattern to make sure everything is OK.
- Ability to set up your own custom rules and alerts.

When entering into this contract you agree that you have not relied (and shall not rely) on any representation, understanding or statement made by Us (whether oral or in writing) which is not included or referred to in either these Terms and Conditions or the Order Confirmation Letter.

Unless otherwise confirmed by Us in writing the quality, quantity and description of the Services to be provided shall be as set out in the Order Confirmation Letter. You shall be responsible for ensuring that the terms of your order as detailed in the Order Confirmation Letter are accurate and a complete description of the Services to be provided.

4. Robotic bill validation

For Non-Half Hourly meter types, the robotic bill validation services is limited to checking:

- Your usage and spend is within a set tolerance of your previous invoices.
- You are being invoiced at the correct rates that have been agreed between you and us.

For Half-Hourly meters types, the robotic bill validation services will conduct four levels of checking as detailed within the below table:

Level 1	Level 2	Level 3	Level 4
<ul style="list-style-type: none">• Bill receipt checks• Late arriving bills - alert, supplier notification and estimate missing bill value for accrual	<ul style="list-style-type: none">• Bill integrity checks• Duplicate or overlapping bills• Bill on closed site• Late fees - alert and optimized payment process• Missing charges on bill -estimate, accrue and pay bill• Incorrect bill total - estimate, accrue and pay bill, recover overcharge• Bill does not match meter/account number• Bill does not match contracted supplier	<ul style="list-style-type: none">• Bill tolerance checks• Total usage within set tolerance of previous month• Total spend within set tolerance of previous bills	<ul style="list-style-type: none">• Bill matching checks (where applicable)• Network/Utility charges match network/utility tariff assigned• Prices matched contract agreed rates• Usage matches interval data - large sites• Demand charges match network/utility tariff assigned• Environmental compliance charges, state/federal mandated charges (taxes, levies etc.)• Metering provision charges• Metering charges match contract

All tolerances will be determined by us and may differ from month to month due to seasonal trends. If you want to set your own tolerance please email connectservices@ucrconsultants.co.uk detailing the percentage you would like this set at along with your account number.

5. Your Responsibilities

You are responsible for your compliance with these Terms and:

- You must immediately notify us and any relevant authorities if you become aware of any misuse of your account or is likely to be, illegal or threatening to the health or safety of any person;
- You must keep your username and password secure, prevent unauthorised access to or use of our portal, and notify us promptly of any such unauthorised access or use; and
- You must only use our portal and devices in accordance with applicable laws and government regulations.
- You must renew or terminate your contract in accordance of these Terms and Conditions.

If you authorise any other person access to your account, or any person gains access to your account as a consequence of your negligent act or omission, then you agree that you are fully responsible for the actions of that person and any failure by that person to comply with these Terms. You agree to indemnify, defend and hold us and our respective officers, directors, employees, suppliers, subcontractors and agents from any loss, liability, claim, demand, damage, or expenses (including reasonable legal fees) asserted by person arising from or in connection with you authorising any person access, or such use arising as a consequence of your negligent act or omission.

6. You Consent to:

By agreeing to these Terms and Conditions:

- You consent to us using a bot to validate your energy bills.
- You consent to us collecting Consumption Data from any of your meters/ energy bills.
- You consent to us collecting and using consumption data for as long as it necessary for us to fulfil the purposes of this services and as stated in our Privacy Policy.

- You consent to us collecting and using consumption data on your behalf for the following purpose(s):
 - Use of data to provide personalised insight.
 - Use of data to benchmark and compare to others.
 - Use of data to personalise energy saving tips.
 - Use of data to make suggestions for energy solutions that can benefit you and the environment.
 - Use of data to improve our portal and improve user interaction.
 - Use of data to tailor notifications: Alerts, energy news, your energy supplier news, environmental news, energy technology news, advertising and marketing.

7. Usage Restrictions and Availability

- You understand and agree that the internet is a public communications network that cannot be controlled by us, and any data intended to be delivered to you may be delayed or may not be delivered.
- You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any data, for any errors in the content of data, or for any actions taken or not taken by you or any third party in reliance on data.
- Our portal may be subject to access or other restrictions on use or availability.
- You acknowledge that your access and use of our services maybe interrupted from time to time for any reason, including without limitation, the malfunction of equipment, updates, maintenance, repair or other actions that we in our sole discretion, may elect to take.
- We will make reasonable efforts to provide you with advance notice of any changes that may affect your use of our services.

8. Your Meters

To use our Services, you are required to have a compatible energy meter from a third-party energy meter provider and a meter whose measurements are managed by an authorised DC (Data Collector).

You are responsible for arranging, or ensuring that the relevant energy user has arranged, the procurement and installation of a compatible energy meter from a third-party energy meter provider.

If you have a half hourly meter, you are responsible for ensuring you allow us and/or our partners access to the meter to fit a gas log device. Without this being fitted we will not be able to provide the gas services stated in section 3.

In addition to these Terms, your use of the energy meters will be governed by the terms of the energy meter provider and if you are monitoring the energy use of someone other than you, your agreement with that third party.

We make no representations or warranties about and have no liability or responsibility to you or an energy meter provider for any breach or alleged breach, claim or action arising from or in connection with the energy meter provider's terms or any agreement you reach when you monitor the energy usage of someone else.

Additional Services

From time to time, you may request us to supply, or we may offer to supply to you (or may arrange for a third party to supply to you), additional services ("Additional Services").

Before supplying any Additional Services to you, we will confirm to you in writing via software notifications:

- The nature of the Additional Services that we will supply; and
- Any additional fees and applicable terms and conditions that will apply to the Additional Services.
- These terms will apply to those Additional Services except to the extent that any additional terms and conditions are expressly agreed for such Additional Services.

9. Rights to cancel

You have agreed to enter into a 12-month contract and if you wish to cancel this agreement upon the 12-month anniversary, you will need to provide us with 30 days' written notice sent to connectservices@ucrconsultants.co.uk.

10. Renewal

We will send you a reminder 60 days before the end of your contract, if you do not cancel as per point 9, we will auto enroll you onto a new contract subject to 30 days' written notice. We will write to you at the time to inform you of the new fees.

11. Our rights to cancel/ suspend

We may stop providing you with the Services, if you do not comply with your responsibilities in these Terms & Conditions or if your entitlement to receive the Services comes to an end.

12. Fraud

If we detect fraudulent activity, we will record it and we reserve the right to pass it to the police or other fraud prevention agencies.

13. Payment

We provide several Services, some of which are free and some of which are paid for. Our paid for Services may be charged for in advance, at the time of purchase, after expiry of a trial period or on a recurring basis. The price and payment terms for any Service is provided to you before you sign up and can be found in your Order Confirmation Letter. If you purchase a Service, these payment terms apply to your purchase.

14. Payment method

To pay for a Service, you will be asked to provide a payment method at the time you sign up for the Service. By providing us with a payment method you represent that you are permitted to use that payment method and that the payment information is correct. You also agree that we can charge you for the Services using your payment method and for any other paid for Service that you choose to sign up for while these Terms are in force. You can update your payment method and payment information by calling us on 01163260273 or emailing us connectservices@ucrconsultants.co.uk. You agree to keep the account information up to date so that we can provide you with and contact you about the Services you have chosen to purchase.

15. Recurring Payments

When you purchase our Services on a subscription basis (e.g.: a monthly service) we will notify you in advance of any increase to the price of that Service and you will have an opportunity to cancel the Service before the price changes.

16. Non-payments

After we have given you notice that we did not receive a payment that is due from you, we may suspend or cancel the Service to which that overdue payment relates, if you do not pay the overdue amount promptly.

17. Trials

If you sign up to a paid for Service on a trial period, you may need to cancel it by the end of the trial period to avoid incurring any further charges. If you sign up for a subscription service and you do not cancel it by the end of the trial period, your access to the subscription service may continue and where so, you may be charged at the end of the trial period.

18. Refunds

Any cancellations or refunds other than in accordance with the cooling-off period referred to above will be at our sole discretion.

19. Cooling off period

You have a cooling-off period in which you can withdraw from purchasing the Services for any reason. Any cooling-off period will end five (5) working days from the day after the Order Confirmation Letter was sent to you. If you wish to cancel your order you must notify us in writing within this period. Any cancellations or refunds other than in accordance with the cooling-off period referred to above will be at our sole discretion.

20. Waving Your Cooling off Rights

If you wish the Services to start before expiry of the cooling-off period detailed above, you must notify us in writing. Please be advised that your right to withdraw from the contract will cease from the time provision of the Services beginning.

21. Data protection

At UCR consultants we take our obligations and legal requirements very seriously, this includes but not limiting the Data Protection Act 2018. For further information on how we handle or process your data please read our Privacy Policy.

22. Limitation of Liability

We will not be liable for any consequential, indirect or special losses or damages, loss of profits, loss of revenue, loss of production, loss of goodwill, loss of business reputation, damage to credit rating, loss of use and remote, abnormal or unforeseeable loss suffered by you or any other person arising out of your use of the Services. The limitation of liability in this clause applies regardless of the form of action and whether or not we have been warned or were aware of the possibility of such losses.

Our maximum aggregate liability for all claims relating to the Services will be equal to the amounts paid by you to us for Services in the past 12 months. This limit on liability will apply however that liability arises, provided that it shall not limit our liability in the case of fraud or wilful misconduct by us.

23. Complaint

We strive to deliver excellent services and we are keen to review and continually improve our services. If you are not happy with the service you are receiving from us, you can raise a complaint using the following details:

UCR Consultants Limited
Crescent House
40 Regents Road
Leicester
LE1 6YJ

Alternatively, you can email us at connectservices@ucrconsultants.co.uk subjecting the email Complaint and including your customer reference number.