

Utilita Home



# Utilita Home Sales Promotion



## 1. Who are we

**1.1.** We are Utilita Field Services Limited, of Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh, SO53 3QB, a limited company registered in England and Wales under company registration number: 05852899 and with VAT number: 823818422, trading as "Utilita Home" (**Utilita** or **we**) and we are the promoter of this promotion.

**1.2.** From time-to-time, we will run promotional offers (**Promotions**). When we run these Promotions, these terms and conditions (**Main Terms**) will apply. Each Promotion may also have individual, additional terms (**Promotion Terms**) that will be made available to participants (including on social media platforms).

**1.3.** The Main Terms and the Promotion Terms shall be known together as the "Terms". In the event of any conflict between the Main Terms and the Promotion Terms, the Promotion Terms will take precedence.

**1.4.** You acknowledge and accept that each and every Promotion is in no way sponsored, endorsed, or administered by, or in association with, the relevant social media platform.

**1.5.** You further acknowledge and accept that any social media platform used to hold, communicate or administer a Promotion has no liability to you whatsoever in relation to any Promotion.

## 2. Eligibility

**2.1.** Promotions are open to:

**2.1.1.** Existing Utilita Energy Limited (company number 04849181) (**Utilita Energy**) customers who are resident in the UK (excluding Northern Ireland), aged 18 years or over, including employees of Utilita; and

**2.1.2.** In certain circumstances, as may be stated in the relevant Promotion Terms, to non-existing customers of Utilita Energy and/or Utilita, who are resident in the UK (excluding Northern Ireland), aged 18 years or over, including employees of Utilita,

(**Eligible Customers** or **you**).

**2.2.** Additional eligibility requirements may apply and will be set out in the relevant Promotion Terms.

**2.3.** Only Eligible Customers who purchase a product from Utilita Home will be entitled to receive a Discount under these Terms.

**2.4.** A Discount can only be redeemed once per Eligible Customer per household, unless otherwise stated in the applicable Promotion Terms.

**2.5.** For the avoidance of doubt, the Discount is not open to existing customers who have already purchased products from Utilita prior to the opening date of the applicable Promotion and who are waiting on confirmation of their installation.

**2.6.** Utilita reserves the right to verify the eligibility of customers who are entitled to receive a Discount. Utilita may require such information as it considers reasonably necessary for the purpose of verifying the eligibility of customers and the Discount may be withheld until and unless Utilita is satisfied with the verification.

**2.7.** Utilita reserves the right to refuse to apply the Discount to anyone in breach of the Terms.

## 3. Promotion

**3.1.** Eligible Customers may be entitled to receive a discount (**Discount**) when they purchase products from Utilita Home subject to these Main Terms and the qualifying criteria set out in the applicable Promotion Terms. All purchases are subject to the applicable product terms and conditions, as may be amended from time to time.

**3.2.** The details of a Promotion and any Discount will be set out in the applicable Promotion Terms.

**3.3.** The Discount is subject to any applicable opening and closing dates for the applicable Promotion, as specified in the applicable Promotion terms and where a Promotion is only available to existing Utilita Energy customers, it is only available once you have had a live supply of electricity and/or gas with Utilita Energy for a minimum period of 14 days following the closing date of the Promotion.

**3.4.** Any Discount offered is non-transferable and non-exchangeable. No cash or equivalent, or alternative, will be offered or given.

**3.5.** The Discount cannot be used in conjunction with any other promotion unless otherwise indicated.

## 4. General

**4.1.** Utilita is committed to protecting and respecting your privacy and will only use your personal information for the purposes of each Promotion and in accordance with these Terms. By agreeing to receive a Discount, you agree that any personal information provided by you may be held and used by Utilita or its agents, suppliers and other applicable third parties in order to administer the Promotion and/or the Discount.

**4.2.** For more information about your privacy and rights, please read Utilita Home Standard Privacy Notice here: [home.utilita.co.uk/terms-conditions](https://home.utilita.co.uk/terms-conditions). If you have any questions or concerns in relation to this Privacy Information Notice, you can contact Utilita's Data Protection Officer at [DPO@utilita.co.uk](mailto:DPO@utilita.co.uk) or write to FAO Data Protection Officer, Utilita Field Services Limited, Hutwood Court, Bournemouth Road, Chandlers Ford, Eastleigh, SO53 3QB.

**4.3.** The details for any applicable third-party privacy notices will be set out in the applicable Promotion Terms.

**4.4.** So far as it is permitted by law, all conditions, warranties and representations expressed or implied by are law are hereby excluded.

**4.5.** So far as it is permitted by law, Utilita, Utilita Energy and its associated companies and agents are not responsible for:

**4.5.1.** Direct, indirect, special or consequential loss, damage, disappointment, personal injury or death occurring as a result of providing the Discount, except where it is caused by Utilita's, its agents or its distributors negligence or that of their employees. Your statutory rights are not affected; or

**4.5.2.** Any unforeseeable losses and liabilities, or any other loss or damage that you may incur which is not an obvious consequence of providing a Promotion or Discount, or where the failure is due to circumstances that are beyond Utilita's reasonable control, including but not limited to:

**4.5.2.1.** Any postponement or cancellation of a Promotion or Discount;

**4.5.2.2.** Any inaccuracies of data submitted to Utilita;

**4.5.2.3.** Any incorrectly completed, lost or delayed notices, acceptances or other documents or Discounts related to a Promotion(s);

**4.5.2.4.** Any loss or damage (whether direct, indirect, special or consequential) you may suffer in relation to a Promotion, except for liability which cannot be excluded by law.

**4.6.** Utilita reserves the right to amend, suspend or withdraw these Terms, a Promotion and/or the Discount at any time without prior notice and without liability.

**4.7.** Utilita reserves the right to correct any technical errors in the administration of any Promotion and/or Discount and/or the Terms with immediate effect and without liability to you; for example, where a technical error results in account holder(s) being unfairly advantaged or disadvantaged.

**4.8.** In the event of fraud, abuse, and/or an error affecting the proper operation of a Promotion, Utilita reserves the right to declare a Discount void without liability.

**4.9.** Utilita's decision is final. No correspondence will be entered into with you or any other third party regarding Utilita's decision in relation to a Promotion and/or a Discount.

**4.10.** If any provision of the Terms is held invalid by any law, rule, order or regulation of any government, or by the final determination of any court of a competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

**4.11.** These Terms, and each Promotion, shall be governed and construed in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the English courts.