

Win a Solar Package Terms and Conditions

Excellent



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1. Who are we

1.1 We are Utilita Field Services Limited t/a Utilita Home of Hutwood Court, Bournemouth Road, Chandler's Ford, Eastleigh, England, SO53 3QB registered in England and Wales under company number 05852899 and with VAT number: 823818422 ("**Utilita**"). "**We**", "**our**" or "**us**" shall be construed as references to Utilita.

1.2 We are the promoter and responsible for administering this competition ("**Prize Draw**").

2. Prize Draw

2.1 The title of this competition is "**Win a Solar Package**".

2.2 This competition will be run:

- (a) via social media platforms, including, but not limited to, Facebook, Instagram and X;
- (b) within the Utilita Arenas;
- (c) using certain outdoor advertising platforms; and
- (d) via the MyUtilita App.

2.3 You acknowledge and accept that this competition is in no way sponsored, endorsed, or administered by, or in association, with the relevant social media platform(s).

2.4 You further acknowledge and accept that any social media platforms used to hold, communicate or administer this competition have no liability to you whatsoever in relation to his competition.

2.5 This competition is free to enter for all eligible participants who meet the eligibility criteria (as defined in clause 3 below). All eligible participants have the chance to win a solar package, the details of which are provided below at clause 5.11 ("**Prize**").

2.6 If you are the winner of the Prize Draw, we will create a detailed plan for you which will set out main details of the Prize, including but not limited to, the solar products to be provided, detail of the installation works required, and any additional costs that may apply ("**Product Plan**").

2.7 These terms and conditions ("**General Terms**"), together with any associated terms that appear on the offer page or given as instructions at the point of entry of the competition ("**Promotional Terms**") and any applicable Product Plan form our agreement with you ("**Agreement**"). In the event of any conflict between the General Terms and the Promotional terms, the General Terms will take precedence. The General Terms and the Promotional Terms, together being referred to throughout as the "**Terms**".

2.8 By entering this competition:

- (a) you are agreeing to be bound by these Terms and/or the Agreement (as applicable) and any other applicable third-party company terms; and
- (b) you are confirming that you meet and are eligible and capable of entering this competition; and
- (c) you are confirming you are responsible for any inaccuracies of data submitted in connection with this competition.

2.9 If you need to contact us in relation to these Terms and/or the Agreement, you can contact one of our Home Energy Consultants either by:

- (a) email at: HEC@utilita.co.uk;
- (b) by phone: 03301 759 713. Please note our Home Energy Consultants are only available between 8am and 5pm Monday – Friday (excluding Bank Holidays); or
- (c) by post: FAO: Home Energy Consultants, Utilita Field Services Limited t/a Utilita Home, Hutwood Court, Bournemouth Road, Chandler's Ford, Hampshire, SO53 3QB.

2.10 If we have to contact you, we will do so by telephone, text message or by writing to you at the email address or postal address you provided to us in connection with this competition.

3. Eligibility

3.1 Entrants for this competition must meet the eligibility criteria set out below. Only eligible entrants will be capable of entering this competition and being capable of claiming the Prize.

3.2 This competition is open to:

- (a) current Utilita customers who are resident in mainland UK (excluding Northern Ireland), aged 18 years or over, living in a domestic household; and
- (b) non-customers of Utilita, who are resident in mainland UK (excluding Northern Ireland), aged 18 years or over and living in domestic households,

except for:

- (i) employees who are professionally connected with this competition or its administration;
- (ii) individuals who live in rented accommodation or similar and/or who are non-homeowners; and
- (iii) individuals who live in a flat or similar accommodation i.e. who do not have a clear space on a pitched roof that can fit at least 2 solar panels.

3.3 Additional eligibility requirements may apply and will be set out in the Promotional Terms.

3.4 We reserve the rights to exclude you from this competition and/or disqualify you from the Prize Draw if your conduct is contrary to the spirit or intention of this competition.

4. How to enter

4.1 This competition will run from 24 March 2025 ("Opening Date") to 28 March 2025 ("Closing Date") inclusive ("Prize Draw Period").

4.2 To enter this competition, all you need to do is visit the following website: <https://home.utilita.co.uk/solar-competition/> and correctly answer a multiple choice-question during the Prize Draw Period. You can enter once per day during the Prize Draw Period and each correctly answered multiple choice-question will count as another entry into the Prize Draw, with up to a maximum of 5 entries in total (one entry per day).

4.3 Once we have received a correctly answered question, Utilita will send you confirmation of your entry to the email address provided by you.

4.4 We will not accept entries that:

- (a) are incomplete, illegible, have been altered, reconstructed, forged, or tampered with; or
- (b) have been obtained by any of the following means:
 - (i) automatically generated by computer;
 - (ii) completed by third parties; or
 - (iii) in bulk.

4.5 Any person found to be using such methods will be disqualified from the competition.

4.6 Entries not complying with these Terms and/or the Agreement will be deemed invalid.

4.7 The Prize is subject to availability. Utilita provides no guarantee that the Prize will remain available throughout the duration of the Prize Draw.

5. Claiming the Prize

5.1 The winner of the Prize will be drawn at random within two weeks following the Closing Date.

5.2 Utilita will contact the winner as soon as practicable after the Closing Date using the contact details provided upon entry to the competition. Utilita will continue to make reasonable efforts to contact the winner up to a maximum of 14 days following the Closing Date. To accept the Prize, the winner must tell us they wish to accept the Prize, which can be done over the phone, by email or by post using the details provided at clause 2.9 above.

5.3 Utilita reserves the right to verify the eligibility of entrants. Utilita may require such information as it considers reasonably necessary for the purpose of verifying the eligibility of entrants and the Prize may be withheld until and unless Utilita is satisfied with the verification. Such verification may include:

- (a) completing our standard account verification procedures;
- (b) providing any proof of identity or address that we require; and/or
- (c) providing any further details that we reasonably require to deliver, install or provide the Prize to you.

5.4 We do not accept any responsibility if the winner is not able to take up the Prize.

5.5 If you accept the Prize, you will have 3 months from the Closing Date to book your solar installation with us. Failure to do so may mean your Prize is permanently withdrawn or that Utilita re-draws and another winner will be randomly selected at Utilita's discretion. If you agree an installation date with Utilita and later change your mind, you may be liable for charges or losses incurred by Utilita.

5.6 The Prize may not be claimed by a third party on the winner's behalf. The Prize may only be claimed and taken by the winner.

5.7 The address (the "Home") that the winner provided upon entry of the competition will be subject to a desktop survey as set out in clause 9 below. We do not accept any responsibility if the winner is not able to take up the Prize due to the outcome of the desktop survey (i.e. if the home is unsuitable for the solar installation) or for any other reason outside of Utilita's control.

5.8 Utilita reserves the right to refuse to award the Prize to anyone in breach of these Terms and/or the Agreement.

5.9 The Prize is non-transferable, non-negotiable, and non-exchangeable. No cash or equivalent, or alternative, will be offered or given.

5.10 You may not re-sell, exchange, gift, or transfer the Prize, unless Utilita have provided you with written permission, from an appropriate person, to do so.

5.11 The Prize will consist of:

- (a) Utilita's chosen solar panels, up to a maximum of 16 panels, depending on the size of the roof on the winner's home;
- (b) 1 x 5.32kw battery;
- (c) installation of (a) and (b) above within the home ("Installation"); and
- (d) any necessary design and applicable surveys.

5.12 Subject to the approval of Utilita, winners may have the opportunity to upgrade the Prize and/or add on to the Prize ("**Upgrade**"), however the winner will be liable to pay any additional costs associated with such Upgrade.

6. Our responsibilities

6.1 We will provide the Prize and any applicable Upgrade to you with all reasonable skill and care and in accordance with all applicable laws and regulatory requirements.

6.2 We may use authorised and trusted subcontractors to provide the Prize and any applicable Upgrade on our behalf (the "**Subcontractors**"). This also includes both surveys and Installation.

6.3 Our Subcontractors are approved by us prior to their engagement. We require our Subcontractors to enter into an agreement with us which includes the same or similar protections for you as set out in this Agreement.

6.4 The individual attending your home, whether they are directly employed or engaged by us or by one of our Subcontractors, is the person responsible for providing the Prize and any applicable Upgrade and Installation on our or our Subcontractor's behalf (the "**Representative**").

6.5 Whilst we may sometimes subcontract the services required to provide you with the Prize and our responsibilities under this Agreement, we shall always remain responsible to you for their acts and omissions, as if they were our own.

6.6 An obligation on us to do, or to refrain from doing, any act or thing shall include an obligation on us to procure that our employees, staff and agents and our Subcontractors and Representatives also do, or refrain from doing, such act or thing.

7. Our accreditations

7.1 We are fully accredited and registered with the following standards in relation to the services that we provide to you under this Agreement:

(a) TrustMark: This quality scheme is endorsed by the UK Government. It covers work that a consumer chooses to have carried out in their home. The TrustMark logo signifies our commitment to customer service and good trading practices. It also shows that we have had the technical competence of our work inspected to ensure consistent quality and that we comply with best practice and standards. You can find our registered entry here: www.trustmark.org.uk/find-a-tradesperson

(b) Gas Safe Register: We are registered with the UK's gas registration body. The Gas Safe Register holds the official list

of gas businesses who are registered to work safely and legally on boilers, cookers, fires, and all other gas appliances in the UK. You can find our registered entry here: www.gassaferegister.co.uk/find-an-engineer

(c) Green Deal Approved: We are allowed to install energy efficiency improvements under the Green Deal finance mechanism. Only authorised and trusted installers will be able to identify themselves as 'Green Deal Installers' and use the Green Deal Quality Mark. You can find our registered entry here: gdorb.beis.gov.uk/greendeal-participant-register

(d) Microgeneration Certification Scheme: This quality scheme is endorsed by the UK Government. It certifies, quality assures and provides consumer protection for microgeneration installations and installers. These consist of small-scale renewable electricity technologies such as solar PV, biomass, wind, heat pumps and heat products. You can find our registered entry here: mcs-certified.com/find-an-installer

(e) RECC: This code sets out high consumer protection standards for businesses who are selling or leasing renewable energy generation systems to domestic customers. RECC is approved by Chartered Trading Standards Institute as part of the Consumer Codes Approval Scheme and is also a TrustMark Scheme Operator. You can find our registered entry here: www.recc.org.uk

(f) NAPIT: This is a Government authorised and United Kingdom Accreditation Service (UKAS) for scheme operators in the building and fabric sector. You can find our registered entry here: www.napit.org.uk.

(g) Solar Energy UK: This is an established trade association working for and representing the entire solar and energy storage value chain. You can find our registered entry here: www.solarenergyuk.org

8. Our products

8.1 You can find everything you need to know about the Prize, any Upgrade and our Products on our website at: www.home.utilita.co.uk and home.utilita.co.uk/solar/our-products

8.2 Products and building materials can vary in colour, texture, and general appearance. We accept no liability for any materials used during the Installation having variations in colour, texture, and general appearance. When matching materials (such as bricks and tiles) to existing materials which form part of your home, a close match is often not possible due to older products becoming obsolete and the effects of weathering

over time. Therefore, we accept no liability for any materials introduced to your home matching any existing materials and explicitly state variations in colour, texture and general appearance are likely and this is accepted by you. If you would prefer a specific material (such as a matching brick) to be used, you agree to make available your own materials, at your expense, at the time of the work taking place and to discuss this with us in advance of the installation date.

9. Survey of your home

9.1 Before we can provide you with your Product Plan and subsequently install the Prize, we must carry out one or more surveys of your home. The surveys allow us to ensure the Prize is suitable for your home and may be online, virtual and/or require a physical visit to your home. By accepting the Prize and booking the Installation, you agree to allow us or our chosen assessor to conduct a survey of your home.

9.2 We or our chosen assessor will contact you to arrange a time and date for this survey. If a digital survey is required, a link will be provided to you. If we decide that we do not need to carry out a survey at your home based on the information you have provided, then you are responsible for taking your own measurements and ensuring that those measurements are correct.

9.3 Once all necessary surveys have been completed, we will make you aware of the results within fourteen (14) days of the final survey. The output of the surveys will determine whether (a) we require further information and/or additional work, (b) your home is suitable for Installation of the Prize.

9.4 Please note that we will be unable to complete the Installation if your home has a thatched roof or contains asbestos. In these circumstances, we reserve the right to withdraw the Prize and any associated Upgrade.

10. Installation of the Prize

10.1 You acknowledge and accept that we are under no obligation to install any additional product(s) in your home. If you ask us to install certain products, we can accept or refuse your request without liability to us or you.

10.2 Whilst every effort is made to ensure the delivery and installation timescales agreed during the ordering process are met, we reserve the right to delay Installation for reasons including (for example) fires, strikes, illness, severe weather, lockouts, terrorism, war and any other causes beyond our control which interfere with our execution or completion of the Installation.

10.3 If we are unable to make the agreed appointment time, we will contact you as soon as possible and, if necessary, seek to re-arrange the appointment.

10.4 If you win the Prize and we agree to install the Prize in your home, we require that you contact us and book in an Installation appointment through one of our Home Energy Consultants by:

(a) email at: HEC@utilita.co.uk; or

(b) by phone: 03301 759 713.

10.5 Subject to all necessary surveys being carried out, if we agree to install the Prize in accordance with your Product Plan, we shall:

(a) ensure that any goods provided shall be suitable for the specified purpose;

(b) carry out the Installation by an agreed timescale; and

(c) tidy up and repair any damage caused by us which results directly from the Installation.

10.6 You must have all necessary permissions, licences, permits and consents for the Prize and any applicable Upgrade to be installed in your home. This can include (but is not limited to) your mortgage provider, your insurer and any necessary planning permissions or building control approvals. You must provide copies of any permission and consents to us if we ask for them. Failure to obtain all necessary permissions, licences, permits, and consents prior to the installation date may delay your Installation, render your Prize void and/or incur additional charges.

10.7 You agree to provide us with all reasonable cooperation and information so we can carry out the Installation for you.

10.8 Upon Installation of the Prize and any applicable Upgrade, we will register the Installation only with the central body to obtain a guarantee for the Prize. Upon registration, the applicable central body will provide you with a copy of the guarantee for your records.

10.9 If you are happy with the Installation provided by us, we will ask you to sign a certificate of completion, a copy of which will be provided to you.

10.10 If you are not satisfied with the Installation provided, you must notify us as soon as possible.

10.11 Existing equipment at your home should all be in good working order. If they have been poorly installed or have become faulty, any such failure or consequential damage is in no way the responsibility of us (irrespective of whether we, our Subcontractor and/or Representative has touched them or not).

10.12 When completing the Installation of new or upgraded pipework or electricity cables, the route for these items should be discussed with you and will need to be installed in a way which makes the most functional sense from an engineering point of view, not simply aesthetic. Pipework and cables may need to be surface mounted and clipped in place. We, our Subcontractors and/or our Representatives will not bury pipework or cables in the walls, under the ground or box the pipework/cables in.

10.13 We will always try to complete work before 5.30pm on the day of Installation but may on occasion need to use a reasonable amount of overtime to achieve completion. It is a condition of this Agreement that your approval to such overtime is granted, although we will endeavour to minimise any disruption or inconvenience.

10.14 Whilst all reasonable care will be taken by us, our Subcontractors and Representatives, we accept no liability for any damage to existing roof tiles etc which may be consequent upon the carrying out of the work detailed in your Product Plan. Cuts or holes made to allow for equipment will normally be made good but not permanently finished. It should be anticipated that an amount of redecoration may be required following installation of your Prize and any applicable Upgrade, and this will be your responsibility and is not included in your Product Plan.

10.15 Whilst we, our Subcontractors and/or Representatives working on our behalf will take reasonable care not to damage wiring, plumbing and other services at your home, we cannot be held responsible for any indirect or consequential damage caused to existing services/installations that are not clearly visible.

10.16 We will not be liable for any damage to your home which is caused as a direct result of structural defects or weaknesses at your home whether they are visible or not. If you are unsure of the structural integrity of your home, you should engage an appropriately qualified structural surveyor prior to any attendance we may arrange in connection with the Agreement.

10.17 We, our Subcontractors and/or Representatives will take pictures of your installed Prize and any applicable Upgrade and relevant infrastructure for our auditing process and for our own records. We, our Subcontractors and/or Representatives may also attend with other people including managers, supervisors, trainees, or apprentices. Additional attendances may also be required for auditing purposes.

10.18 When installing the Prize and any applicable Upgrade to your home, other trades may be required to complete the work. For example, an electrician may be required to wire controls

to a new boiler. In such circumstances, we will endeavour to leave the equipment in working order until another engineer can attend and perfect the Installation at a time convenient with you.

10.19 Sometimes things do not go to plan with Installations. You agree to give us, our Subcontractors and/or Representatives reasonable opportunities to put things right by providing access to your home and time to remedy any faults or problems. In addition to this, you undertake to minimise or avoid any losses we may suffer as a result of the actions (or non-actions) of us, our Subcontractors and/or Representatives.

10.20 Sometimes new equipment does not function as expected once first installed (for example a part may have become dislodged internally during transit). We work proactively with both customers and product manufacturers in such circumstances to rectify the issue as quickly as possible. Sometimes faulty equipment needs refitting which can cause significant delays and inconvenience; we will do all that we reasonably can to minimise disruption to your home.

10.21 Where products are MCS accredited we will ensure that the Installation meets the relevant MCS requirements as set out: www.mcscertified.com/standards-tools-library

10.22 Where products are RECC accredited, we will ensure that the provision of your Prize meets the requirements set out in the code set out: www.recc.org.uk

11. Access to your home

11.1 You agree that you will allow us, our Subcontractors and/or Representatives access to all necessary and relevant areas of your home to perform:

(a) the Installation; and

(b) any other additional or follow-up works or as set out under this Agreement that we may require to undertake from time-to-time at your home.

11.2 You must ensure that someone over the age of 18 is at your home when we perform Installation of the Prize who can address any queries or requests we may have in connection with the Installation.

11.3 If we, our Subcontractors, or our Representatives are unable to access your home on the agreed Installation date and time, we will contact you to attempt to re-arrange the Installation on another day. If you do not allow us access to your home to perform the Installation on the agreed date (and you do not

have good reason for this), then we may charge you additional fees and/ or cancel your order. We will not charge you where our access to your home is due to reasons outside of your control or our negligent acts or omissions. In the event of continued failed attempts to gain access to your home and perform the Installation, we may cancel this Agreement and the Prize and any applicable Upgrade may be withdrawn.

11.4 You further agree that you will allow us, our Subcontractors and Representatives access to your home at any time in the event of an emergency, to complete any necessary works, to remove any equipment, or where there is a danger to you, your home, other people, yours and others property, or where any statutory rights are being enforced.

11.5 You must ensure that your home is a clean and safe environment and that we, our Subcontractors, and our Representatives can complete the Installation safely.

11.6 During Installation we, our Subcontractors and/or Representatives may require access to working communication devices. If for any reason we, our Subcontractors and/or Representatives are unable to get mobile phone reception, you agree to provide access to your telephone and internet connection for no charge.

11.7 You must ensure there is adequate vehicle parking for us, our Subcontractors and/or our Representatives to park their vans within 25 meters of the entrance to your home. Any charges for parking are to be paid by you. If a permit for parking is required, it is your responsibility to organise the permit or notify us of the restriction at least two (2) working days before the Installation date.

11.8 You are responsible for notifying us of any restrictions at your home that could impact the delivery and Installation of the Prize, for example steep stair climbs, stair climbs longer than 20 steps, on foot carrying distances greater than 30 meters.

11.9 We, our Subcontractors, and our Representatives are trained to meet our high standards of practice. Usually, we, our Subcontractors and Representatives will be wearing a uniform. However, as we do use Subcontractors and Representatives from time-to-time to perform the Installation, please do not be alarmed if our Subcontractors or Representatives are not wearing our uniform.

11.10 We always recommend that you check the identity and business of any person before letting them into your home. You should check the identity card of us, our Subcontractor and/or Representative thoroughly, which should contain the following information:

(a) our name, Utilita Field Services Limited t/a Utilita Home, or the name of one of our Subcontractors;

(b) name of the individual representing us or our Subcontractors;

(c) a colour photograph of the Representative;

(d) an expiry date (all identity cards are handed back to the relevant installing company on expiry or when a Representative ends their employment);

(e) a telephone number for us or our Subcontractors that you can call to check the Representative's identity; and

(f) a reference number for the Representative.

11.11 All our Representatives must wear and show you a valid photo identity badge which is clear, legible and confirms who they are. All our Representatives will also confirm the exact reason they are visiting your home.

11.12 If the Representatives are employed by us, the identity badge will show our logo. If the Representatives are employed by one of our Subcontractors, the identity badge will not show our logo.

11.13 We will always check that the person requesting the Installation is responsible for the household bills and is over 18. Vulnerable customers receive an additional "comfort call" from our home Energy Consultants to check that they are completely happy to proceed with their application and fully understand this Agreement. We will wait and speak to any carer or next of kin if it is necessary to do so.

11.14 If you have any concerns or wish to make a complaint in relation to one of our Representatives, please contact our Home Energy Consultants immediately. We will seek to deal with your concerns and/or complaint as a matter of urgency.

12. Additional charges

12.1 As mentioned in clause 5.12, if you are looking to Upgrade the Prize, there may be additional costs involved which will be payable as set out in your Payment Plan.

12.2 We may charge you additional sums if you don't give us information we've asked for or if you don't do preparatory work to prepare for the Installation (for example ensuring that the area that the product will be installed is clear and free from any obstructions), as agreed with us. For example, we might need to reschedule Installation.

12.3 Any other fees that may be due to us under these Terms, this Agreement or under the Upgrade shall be payable within fourteen (14) days of our request for payment.

12.4 If we do not receive full payment for the Upgrade or any other fees that may be due under this clause within 7 days of our final invoice for payment, we may commence debt recovery proceedings against you.

12.5 Please refer to clause 21 for your cancellation rights under this Agreement.

13. Delivery

13.1 We will deliver and install the Prize to addresses in mainland United Kingdom (excluding Northern Ireland).

13.2 Subject to clause 12, there shall be no cost for delivery of the Prize.

13.3 You agree to have someone present at your home for when the Prize is scheduled to be delivered and installed.

13.4 If any equipment that forms part of the Prize is to be delivered to you before your Installation date, these are your responsibility from the time we deliver them to you, and it is your responsibility for keeping the items secure and dry once delivered. If equipment is lost, stolen, damaged or destroyed, removed or packaging opened then you will be liable for any costs or losses incurred by both you and us, as ownership of the Prize does not pass to you until the product is fully installed at your home and full payment for any Upgrade (if applicable) has been received by us.

13.5 We reserve the right to recover all and any equipment that has been installed at your home pursuant to your Product Plan where full payment for any Upgrade has not been received.

14. Guarantee

14.1 We warrant that the Prize shall substantially conform to its specification (as made available by us), be of satisfactory quality and fit for any purpose held out by us. Where the Prize comprises or contains equipment or components which were not manufactured or produced by us, you shall be entitled only to such warranty or other benefit as we have received from the manufacturer. No extended guarantees or warranties will be provided.

15. Workmanship Guarantee

15.1 You will receive the benefit of our Workmanship Guarantee for a period of 24 months from the date the Prize is fully installed at your home (the "**Guarantee Period**").

15.2 We warrant that during the Guarantee Period, the workmanship carried out by us, our Subcontractors and/or our Representatives, when installing your Prize shall materially comply with the description set out in your Product Plan and shall be free from material defects in workmanship. We further warrant to you that the Installation shall be carried out by appropriately qualified and trained personnel using a reasonable level of care and skill that is industry standard (the "**Workmanship Guarantee**").

15.3 If you believe the workmanship carried out when installing your Prize and any applicable Upgrade does not comply or meet the Workmanship Guarantee, you shall notify us within two (2) business days of discovering that the workmanship does not comply with the Workmanship Guarantee (the "**Defect**"). If the Defect is notified to us during the Guarantee Period, we shall, at our sole discretion and cost make good of any workmanship, subject to clause 15.4 below. We may, at our sole discretion, arrange for the Prize or certain parts of the Prize to be reinstalled or provide a full or partial refund of any Upgrade (as applicable).

15.4 The Workmanship Guarantee will only apply if:

(a) The Prize and applicable Upgrade has been installed by us, our Subcontractors and/or Representatives and has been effectively used and maintained throughout the Guarantee Period; and

(b) you have complied with clause 15.3 above.

15.5 You will promptly provide all information and support including access to your home as is necessary to enable us to evaluate any alleged Defect and to perform our obligations under the Workmanship Guarantee.

15.6 We shall not be liable for the workmanship in any of the following situations:

(a) the Defect has arisen as a result of your failure to comply with any manufacturer and/or our instructions for the storage and/or use of the Prize and applicable Upgrade supplied and installed;

(b) the Prize and any applicable Upgrade installed has been altered, serviced, maintained, dismantled, or otherwise interfered with by a person other than us, our Subcontractors and/or Representatives;

(c) you continue to use the Prize and/or any applicable Upgrade after giving us notice of the Defect;

(d) the Defect arises as a result of wilful damage, negligence, abnormal use or working conditions, other than in accordance with instructions supplied to you by us or

other improper installation where such Installation has not been undertaken by us, our Subcontractors or Representatives.

15.7 We may instruct you to refrain from using the Prize to prevent further damage or for reasons of health and safety which you agree to comply with.

15.8 Where the Defect has arisen as a result of a defect in the Prize or applicable Upgrade, the terms of the Prize's manufacturer's warranty shall apply, and you shall not rely upon this Workmanship Guarantee.

15.9 We do not make any guarantees beyond those provided in this Agreement with you and you acknowledge that the Installation of the Prize is dependent on a variety of factors not within our control.

15.10 Our Workmanship Guarantee covers workmanship where the Prize and any applicable Upgrade was not installed in accordance with the manufacturer's instructions for the Guaranteed Period only.

16. Suspended supply of the Prize

16.1 We may suspend the delivery and/or Installation of the Prize:

- (a) to deal with technical problems or make minor technical changes to the products used for the Prize;
- (b) to make changes to the Prize and any applicable Upgrade in order to satisfy relevant laws or regulations;
- (c) because of changes or any Upgrade you have requested;
- (d) if your payment in relation to the Upgrade or any other fees payable to us under these Terms and/or the Agreement is on hold whilst fraud checks are conducted; or
- (e) if we reasonably believe that you have failed to comply with this Agreement.

16.2 We will contact you in advance to tell you we're suspending delivery and /or Installation unless the problem is urgent or an emergency. If we suspend delivery and/or Installation, we may allow you to end the Agreement and where applicable provide a refund of any sums paid in advance.

17. Your rights

17.1 If you think there is something wrong with your Prize or the Installation, you must contact our Home Energy Consultants as soon as possible by:

- (a) email at: HEC@utilita.co.uk; or
- (b) by phone: 03301 759 713.

17.2 We honour our legal duty to provide you with products that are as described to you in our marketing literature and that meet all the requirements imposed by law.

18. Making changes to your Prize

If you wish to make a change to your Prize or make an Upgrade before your Installation date, please email our Home Energy Consultants at HEC@utilita.co.uk. We will let you know if the change is possible. If it is possible, we will inform you about any resultant changes to your Product Plan, or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to proceed. If we cannot make the change or the consequences of making the change are unacceptable to you, you can cancel your order in line with clause 21 below.

19. Our right to make changes

19.1 We reserve the right to make changes to the Prize and Installation in order to reflect relevant laws and regulatory requirements, or for the purposes of minor technical adjustments and improvements. These changes will not materially alter the Prize, their Installation or affect your use of them.

19.2 We will always endeavour to provide the Prize as described in clause 5.11 and/or your Product Plan. However, we reserve the right to substitute the Prize and/or Upgrade of similar value in the event of non-availability of the Prize and/or Upgrade or if the Prize and/or Upgrade cannot be awarded for reasons beyond our reasonable control. In the event you do not accept the substitution, you will forfeit your right to the Prize. If any products within the Upgrade are out of stock, we also reserve the right to cancel the order and provide a full refund.

19.3 If you have made any changes to your home from the date the survey was carried out, we reserve the right to cancel the Prize and/or any Upgrade provide a full refund of any Upgrade where applicable or provide you with a revised Product Plan.

19.4 We reserve the right to stop providing the Prize and/or any Upgrade to you at any point. We will let you know in advance, and we refund any sums you've paid in advance for any Upgrade which won't be provided.

20. Data protection and publicity

20.1 For more information about your privacy and rights, please read our Privacy Information Notice – Utilita Competitions here: [ULX_UE_M_Privacy_Information_Notice_v1.0.pdf](#)

20.2 If you win the Prize, the following Privacy Information Notice will also be applicable: [UDE_UH_PrivacyInformationNotice_ATP_v3.0-191124.pdf](#)

21. Ending this Agreement

21.1 If you wish to cancel this Agreement, please contact us using any of the following methods:

(a) email at: HEC@utilita.co.uk;

(b) by phone: 03301 759 713.

21.2 Subject to the remainder of this clause, you can cancel the Installation at any time from the date we agree your Product Plan up to 14 days after the Prize and any applicable Upgrade has been Installed ("**Cancellation Period**"), without charge. We will refund any amounts that you have paid to us in relation to any Upgrade within fourteen (14) days of receiving your cancellation request.

21.3 If you cancel this Agreement after the Cancellation Period, and we have not started the Installation, we may, at our sole discretion, refund any amounts that you have paid to us in relation to any Upgrade within fourteen (14) days of receiving your cancellation request.

21.4 Although you have the right to cancel this Agreement and receive a refund of any amounts already paid to us, we are entitled to receive payment for any losses, costs and/or expenses incurred up to and including the date of cancellation. However, we will not seek to recover any losses, costs and/or expenses if you have cancelled this Agreement due to our negligent acts or omissions.

21.5 If we are in the process of installing the Prize and any applicable Upgrade in your home and you cancel this Agreement or do not want us to finish Installation, we may charge you for the full amount of works completed up to and including the date of cancellation, in terms of the any Upgrade. We may also recover any losses, costs and/or expenses we have reasonably incurred because of your cancellation. However, we will not seek to recover any losses, costs and/or expenses if you have cancelled the Agreement due to our negligent acts or omissions.

21.6 If you cancel the Prize when it has only been partially installed, we will stop installing the Prize unless it is unsafe to do so. If it is unsafe to do so, we must continue to install it for health and safety reasons. Irrespective of whether the Prize is partially installed or completed for health and safety reasons, we may charge you for the full cost of Installation of any Upgrade, including any additional works that are necessary. We may also recover any losses, costs and/or expenses we have reasonably incurred because of your cancellation. However, we will not seek to recover any losses, costs and/or expenses if you have cancelled the Agreement due to our negligent acts or omissions.

21.7 If you cancel this Agreement during the Cancellation Period and the Prize and any applicable Upgrade has been fully installed and/or the Prize, Upgrade or parts of it have been mixed inseparably with other items after delivery, we may charge you for the full cost of installation, including any additional works that are necessary in terms of the Upgrade. We may also recover any losses, costs, and expenses we have reasonably incurred because of your cancellation. However, we will not seek to recover any losses, costs and/or expenses if you have cancelled this Agreement due to our negligent acts or omissions.

21.8 If you are seeking to cancel in accordance with this Agreement, you have to return all elements of the Prize, any applicable Upgrade and equipment delivered to you within 14 days of your telling us you have changed your mind. Returns are at your own cost. You can send the Prize, any applicable Upgrade and associated equipment back to us to the address confirmed by us when you let us know that you would like to cancel your order. If you do this, you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns, including our collection arrangements for certain items which can't be posted, please contact our Home Energy Consultants here: HEC@utilita.co.uk

21.9 We don't refund any extra you have paid for express delivery or delivery at a particular time.

21.10 If you handle the Prize and/or any Upgrade in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the condition is not "as new", tags have been removed, the packaging is damaged, or accessories are missing. In some cases, because of the way you have treated the Prize or the Upgrade, no refund may be due.

21.11 We may cancel this Agreement at any time upon giving you written notice if the following events occur:

(a) We are unable to perform the Installation for any reason which is outside our control;

(b) we withdraw the Prize before providing it to you;

(c) your payment for any Upgrade is declined by your credit card provider or bank, or you otherwise fail our security procedures;

(d) you do not, within a reasonable time, provide us with information that is necessary for us to process the Prize;

(e) if you do not allow us access to your home in order to deliver the Prize;

(f) it is determined that the Prize or the Upgrade is unsuitable or technically not possible to install as ordered and/or you decline the alternatives offered;

(g) it is determined that more equipment or a significant amount of extra work is required, and you decline any extra equipment or work required to facilitate the installation work;

(h) your existing infrastructure fails to meet relevant standards/capacity, and you do not want new equipment to be installed at your home;

(i) you are under 18 years old;

(j) you request delivery outside of the UK;

(k) you misuse our website;

(l) you provide us with incomplete or incorrect information;

(m) you behave in an abusive or offensive manner towards our engineers or other members of staff; or

(n) you break the terms of these Terms and/or this Agreement (as applicable).

21.12 These Terms and/or this Agreement (as applicable) will automatically end if:

(a) We no longer hold the relevant licences or consents to perform the Installation or provide the Prize; and/or

(b) We become insolvent or otherwise cease trading.

21.13 Unless stated otherwise, any amounts to be refunded to you will be paid within fourteen (14) days of receiving your cancellation request. Our only liability to you for cancellation of this Agreement under clause 21.11 and clause 21.12 will be to refund any amounts that you may have paid to us in advance of a survey and/or the Upgrade. However, we reserve the right to deduct reasonable fees in respect of compensation for any net costs incurred as a result of, for example, you not complying with the Agreement.

22. Complaints

22.1 If you have any question, comment, or complaint regarding any of the services under this Agreement, please contact us as soon as possible. The quickest way to resolve any issue is to email our Home Energy Consultants at HEC@utilita.co.uk or call 03301 759 713. Our team will aim to respond your query over the phone wherever possible. To request a copy of our Complaints Policy, please contact HEC@utilita.co.uk.

22.2 If we are not able to resolve your concerns within twenty-four (24) hours of receiving your notification, or if the matter requires further investigation, we will follow the matter up with you via telephone, email, or post to ensure you know what is going on. In all the above cases you should expect to receive a response from us within five (5) working days of the date the matter was originally raised.

22.3 If, at any time, you are unhappy with how we have handled your concerns, you may refer it to the Citizens Advice Consumer Service. The Citizens Advice Consumer Service provides free, confidential, and impartial advice on consumer issues. You can find further information on their website at www.adviceguide.org.uk

23. Limitation of liability

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

23.2 So far as it is permitted by law, we and our associated companies and agents are not responsible for:

(a) any direct, indirect, special, or consequential loss, damage, disappointment, personal injury or death occurring as a result of claiming the Prize and any applicable Upgrade, except where it is caused by our negligence or our agents, distributors or their employees. Your statutory rights are not affected; or

(b) any unforeseeable losses and liabilities, or any other loss or damage that you may incur which is not an obvious consequence of providing this competition or the Prize (and any applicable Upgrade), or where the failure is due to circumstances that are beyond our or any third party's reasonable control, including but not limited to:

(i) any postponement or cancellation of this competition or the Prize or Upgrade;

(ii) any inaccuracies of data submitted in relation to this competition or the Prize;

(iii) any incorrectly completed, lost or delayed notices, acceptances, tickets or other documents or rewards related to this competition or the Prize;

(iv) any inability to claim the Prize;

(v) any loss or damage (whether direct, indirect, special, or consequential) you may suffer in relation to this competition or the Prize, except for liability which cannot be excluded by law.

23.3 We do not limit our liability to you for death or personal injury arising out of our negligence or fraudulent misrepresentation, breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982, defective products under the Consumer Protection Act 1987 or any matter in respect of which it would be unlawful for us to exclude or restrict liability.

23.4 We are only responsible for foreseeable loss or damage that is caused by our failure to comply with our obligations under this Agreement or where we do not use reasonable skill and care in the delivery of the Prize and any applicable Upgrade.

23.5 If you suffer loss because of our failure under this Agreement, our total combined liability to you for all claims is limited to a maximum of £10,000 for any one event or series of connected events in any 12-month period.

23.6 We are not responsible for any loss or damage you incur that:

- (a) are unforeseeable losses;
- (b) arise due to any unintentional delays or missed appointments for Installation of the Prize and any applicable Upgrade;
- (c) arose due to existing faults or defects (including manufacturing or design faults and defects) relating to the Prize or to the structure, build, design, shape, heating, plumbing, electrics, previous works, or any other part of your home; or
- (d) arise due to circumstances that are beyond our reasonable control.

23.7 We are not responsible for any indirect, special, or consequential losses you may suffer, including but not limited to any loss of profit, revenue, goodwill, contract, wasted expenses, business losses or disruption to business activities carried out at your home or otherwise.

23.8 You agree to pay us any reasonable costs that we incur as a result of or in connection with:

- (a) You not being at home for the scheduled appointment for the Installation (unless you have notified us at least 24 hours in advance); and/or
- (b) You breaking the terms of these Terms and/or this Agreement (as applicable).

23.9 You acknowledge and agree that we are not the manufacturer of the Prize or any applicable Upgrade or any of the products recommended or installed at your home and are not responsible for the quality or performance of these products. The details of the manufacturer of the products are set out in your Product Plan. Any warranty provided by the manufacturer

of the product installed at your home shall be the sole responsibility of that manufacturer. If is your responsibility to read and comply with the terms of the manufacturer's warranty. All other warranties (including fitness for purpose) implied by law or otherwise are excluded to the fullest extent permitted by law.

23.10 We are not responsible for any maintenance of the Prize or any Upgrade installed at your home, including (without limitation) any annual service requirements.

23.11 In order to claim the Prize, you are required to provide us with certain key information such as your contact details, delivery, and access information. Under no circumstances can we be held liable for the accuracy and completeness of the information you provide. Additionally, if you provide incomplete or incorrect information, we may cancel your order and make an additional charge to compensate us for any extra work that is required.

23.12 If we are making or supplying the Prize to measurements you provide, you're responsible for making sure those measurements are correct.

24. General

24.1 Any reference to "writing" or "written" shall include email.

24.2 We may send you any written notice or other written communication that is needed under to in connection with this Agreement by post or email. This does not apply if we need to serve any proceedings or other documents in any legal action or, if it applies, any other method of alternative dispute resolution.

24.3 We may, in our absolute discretion, change these terms or extend the Prize Draw Period without notice at any time.

24.4 We may transfer or subcontract any of our rights and obligations under these Terms and/or this Agreement (as applicable) to another company. If we do so, your obligations or liabilities under these Terms and/or this Agreement will not be affected.

24.5 These Terms and/or this Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

24.6 Each party acknowledges and confirms that it does not enter into this Agreement or agree to be bound by the Terms in reliance upon any representation or warranty or other undertaking not fully reflected in this Agreement or these Terms, save for any fraudulent misrepresentation.

24.7 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

24.8 No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

24.9 If there is any reason to believe that you have breached these Terms and/or the Agreement (as applicable) , or we suspect there has been fraud, abuse or conduct which affects the proper operation of this competition, we may, at our sole discretion, reserve the right to exclude you from participating in this competition or otherwise declare any claim of the Prize void without liability.

24.10 We reserve the right to hold void, suspend, cancel, or amend this competition where it becomes necessary to do so with immediate effect and without liability to you.

24.11 We reserve the right to correct any technical errors in the administration of this competition with immediate effect and without liability to you; for example, where a technical error results in a participant being unfairly advantaged or disadvantaged.

24.12 If any provision or part-provision of the Terms and/or this Agreement (as applicable) is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms and/or the Agreement.

24.13 If any provision or part-provision of these Terms and/or this Agreement is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid, and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24.14 We may revise, change, or add to the Terms and/or the Agreement from time to time in accordance with any legislative requirements and/or any changes that we decide to make. We will update the Terms and any supporting documentation accordingly. Where possible, we will provide you with 30 calendar days' notice prior to the change taking place. If the change is not disadvantageous, we may update the Terms and update you afterwards or simply place a notice on our website. We recommend that you check out website regularly for updates.

24.15 Our decision is final. No correspondence will be entered into with you or any other third party regarding our decision in relation to this competition and/or the Prize.

24.16 These Terms and or this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Nothing in these Terms and/or this Agreement affects any statutory rights you may have under law.

24.17 Each party agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and/or this Agreement or its subject matter or formation.

24.18 Nothing in these Terms and/or this Agreement affects any rights you may have by law, including those under the Consumer Rights Act 2015.