

# Island Energy

## Smart Home Terms and Conditions

These terms and conditions apply to our supply of smart home products and services to you,

We'll show the latest version of these terms and conditions on our website at [www.islandenergy.je/contact-us](http://www.islandenergy.je/contact-us). Please see the schedule at the end of these terms and conditions for the definitions of specific words.

### **1 Your contract**

- 1.1 These are our terms and conditions for supplying and installing the Equipment to your property and providing you with the Services during the Term of the contract. They form part of the contract between you and us, together with the schedule, your Order and any prices and extra conditions for certain products or services (for example, the supply of gas).
- 1.2 Your contract with us, and your responsibility for this contract, begins on the Start Date. The contract will continue for the Initial Period, through which you pay for the Equipment and after that, it will continue on a monthly basis, during which we will provide the Services to support your Equipment. The charges payable under the contract will reduce to cover only the Services after the end of the Initial Period.
- 1.3 You can purchase additional Equipment from us at any time and this will be subject to the terms of this contract.
- 1.4 If there's more than one person in this contract, we regard each of you as a customer. That means you're responsible for all contractual obligations together and individually. This means we can claim all money owed from just one person.
- 1.5 Your contract with us is dependent on us undertaking a credit check on you and each person who is a customer under your contract and us being satisfied that you have a credit score that we consider suitable. You agree that we may use any data that you have provided to us, whether in your Order or otherwise and including any personal data provided in relation to this service or other services you have taken from us, for the purpose of undertaking our credit checks.

### **2 Supply and installation of the Equipment**

- 2.1 We'll usually supply and install the Equipment at your property within 21 days from the day on which our contract with you begins. We'll agree a date on which the installation of the Equipment will occur in advance of attending your property.
- 2.2 The supply and installation of the Equipment may be delayed if:
  - (a) you ask us to delay supplying the Equipment to you;
  - (b) we don't get the right information from you and we can't easily find it;

- (c) we can't supply the Equipment to you due to the property not being safe to install the Equipment at and/or the necessary electrical, internet (including wifi) and any other connections, fittings or facilities as recommended by us not being available; or
  - (d) something beyond our control happens (including, but not limited to, a Force Majeure Event) and we've done everything reasonable to try and supply and install the Equipment at your property.
- 2.3 You shall be responsible for making sure that all necessary electrical, internet (including wifi) and any other connections, fittings or facilities as recommended by us are available for the purposes of installing and operating the Equipment. We shall not be responsible should the Equipment not function correctly or as advertised if that is because you fail to provide a connection or any connection that you do provide does not meet the minimum standard recommended by us at any time during your contract.
- 2.4 In order to be able to install the Equipment, you will need to provide what we consider to be a suitable connection to the gas boiler and power supply at your property. We will also require you to provide us with access to a suitable broadband internet connected router within 1 metre of the location at which the Equipment is to be installed. If we do not consider there to be a suitable gas boiler, power supply and broadband internet connected router connection we may delay or cancel the installation of the Equipment and/or cancel this contract.
- 2.5 If, for any reason, we are unable to supply and install the Equipment within 7 days from the date on which we agree to install the Equipment, we shall be entitled to terminate the contract between you and us. In such circumstances, you may be required to pay us for any losses or expenses that we may incur in connection with your contract.
- 2.6 At the time that we install the Equipment you will inspect the Equipment and tell us immediately if you believe the Equipment is not working correctly or otherwise does not match with the manufacturer's specification of the Equipment.
- 2.7 If you should wish to change the location of the Equipment at the property at any time, you must contact us so that we can undertake any work necessary to move the Equipment. Please note that our standard charges will be applied to move any Equipment, which will be discussed with you.
- 2.8 We are not responsible for obtaining permission from any person other than you to install the Equipment or for the Equipment being used at your property. By placing an Order to us you are agreeing that you have obtained in any necessary permissions, and you are giving us your permission to enter your property to install and set up the Equipment. If we carry out work and you did not have permission, you will be responsible for any losses we incur due to you failing to get permission.

### **3 Who owns the Equipment**

- 3.1 The Equipment belongs to us (or our agents) until the end of the Initial Term, at which time you shall become the owner of the Equipment provided that you have complied with the terms of your contract and have paid all sums owed to us under your contract.

3.2 You may not sell, give away, lend, mortgage, action or allow any lien or claim, assign or otherwise allow any other person to obtain any rights in respect of the Equipment (including the sale of your property before the end of the Initial Term whilst the Equipment is installed there) without our prior written permission and until you have paid all sums payable under your contract.

#### **4 Care and use of the Equipment**

4.1 During the Initial Term, you must not damage or interfere with the Equipment. You must tell us straight away if:

- (a) the Equipment gets damaged, there is a fault with the Equipment, or the Equipment stops working properly;
- (b) anything happens to the Equipment that might interfere with the operation of the Equipment (for example, if you're having building work done and you move the Equipment).

4.2 In the event that the Equipment is damaged other than due to reasonable wear and tear, we shall not be responsible for any costs associated with repairing or replacing the Equipment. These costs shall be your responsibility.

4.3 Whilst your contract with us continues, you promise that you will:

- (a) take care of the Equipment and keep it in good and serviceable condition (reasonable wear and tear excepted);
- (b) permit us full access to the Equipment for the purposes of providing the Services;
- (c) pay us any costs in connection with the loss or damage of the Equipment prior to the end of the Initial Term;
- (d) maintain suitable internet services (including wifi) for the proper functioning of the Equipment;
- (e) not make any modification, amendment or addition to the Equipment without our prior written consent. This includes any changes to your property that could affect the operation of the Equipment;
- (f) not remove the Equipment from your property until after the end of the Initial Term;
- (g) provide at least 30 days' notice of your intention to move to a new property; and
- (h) not use the Equipment illegally or in any way that may breach the instructions and/or guidance for use provided by the manufacturer of the Equipment or us from time to time.

4.4 The Equipment may benefit from a guarantee or warranty given to us by the manufacturer of the Equipment, either expressly or implicitly. In such cases:

- (a) we will use reasonable endeavours to extend the benefit of any such guarantee or warranty to you, which may include us enforcing any rights granted by the manufacturer of the Equipment on your behalf; and
- (b) in circumstances where we extend the relevant guarantee or warranty to you or we enforce the relevant guarantee or warranty on your behalf, we will only do so where you agree to pay all of our costs, fees, claims, damages and expenses in connection with us taking such action.

4.5 The installation and use of the Equipment and the provision of the Services may result in a change in the amount of energy that you use. We will not be responsible for any additional costs that you may incur as a result of the use of the Equipment with us and we make no warranty or representation as to any the impact of the use of the Equipment on the amount of gas or electric you use or the costs.

4.6 By entering into your contract with us, you acknowledge that we are not the original manufacturers of the Equipment but instead we have selected and purchased the Equipment for the purpose of being able to enter into the contract between you and us and that we consider the Equipment to be suitable for this purpose.

4.7 The Equipment is for personal and domestic use only, at a single residential property.

4.8 Use of the Equipment will be subject to additional terms between you and the manufacturer. You will be solely responsible for complying with any of these terms and you are responsible for keeping your log in details secure.

## **5 Access to the Equipment**

5.1 You agree that physical or remote access to the Equipment in your property won't be obstructed. You also agree to give us (and our agents) safe access to the Equipment and to let us into your property:

- (a) in an emergency, at any time; or
- (b) at all reasonable times, for the purposes of providing the Services. This includes access to the Equipment to work on it or to remove the Equipment or any other related equipment.

## **6 Our prices for supplying and installing the Equipment and providing the Services**

6.1 Our prices and charges for supplying and installing the Equipment and providing the Services are those provided to you when you placed your Order and as published on our website from time to time, subject to any changes we are permitted to make under this contract.

6.2 We will not change the prices set out in your Order during your Initial Period but our other additional prices for associated services not covered by your contract may change from time to time and we will publish these on our website. The price for your ongoing Services after the end of the Initial Period will be notified to you before the end of your initial period.

- 6.3 Where applicable, we add VAT or GST to all our charges at the appropriate rate.
- 6.4 Our prices, charges and conditions depend on how you pay. These prices, charges and conditions may change as a result of a number of matters if you stop paying for the Equipment and Services or don't keep up with your payment obligations, including:
- (a) your prices may increase as a result of the need for you to pay to us any unpaid amounts under your contract in addition to your regular contract payments;
  - (b) you may incur additional charges if we are required to use a different payment method in respect of any outstanding amounts that you owe us; or
  - (c) we may pass on any fees or charges that we incur as a result of your delay in making a payment.

## **7 How you agree to pay**

- 7.1 You agree to pay us for supplying and installing the Equipment at your property, providing the Services and for any other reasonable charges that may apply during your contract with us or as a result of any extra conditions that we've agreed with you. You also agree to pay us any money you owe from previous contracts with us.
- 7.2 You agree to pay us each month in advance by Direct Debit for all charges due under your contract with us. You will be asked to agree to any additional amounts due in respect of the Services and these will be invoiced separately and will not be included in your direct debit. We shall not be required to provide you with an invoice or demand for any payment paid by Direct Debit and each payment shall be made so that we receive it in cleared funds on its due date. Where the due date for a payment is not a business day, that payment shall be payable by you on the next date that is a business day.
- 7.3 If you fail to make a payment within 7 days following a reminder from us then we will take this to mean that you no longer intend to comply with the terms of your contract. Where this happens, we shall be entitled to suspend or terminate your contract without providing you with further notice that your contract with us has been suspended or ended.

## **8 Other charges**

- 8.1 Our other reasonable charges (where applicable including VAT or GST at the appropriate rate), which we'll inform you of at the time include:
- (a) visiting your property to repair, move, install or exchange the Equipment other than as part of the Services, which may include disconnecting or reconnecting your supply of gas. Charges may also apply if:
    - (i) we carry out work or move Equipment that isn't faulty;
    - (ii) we are required to provide the Services or undertake additional work in respect of equipment that we didn't provide you under this contract unless we agree otherwise in writing;

- (iii) the Equipment has been damaged or interfered with;
  - (iv) we can't gain safe access to your property due to an obstruction which isn't then removed;
  - (v) we have to undertake additional work due to the electrical, internet (including wifi) or any other connections, fittings or facilities at the property not meeting our requirements; or
  - (vi) you ask us to change or remove the Equipment;
- (b) you haven't kept to the terms of your contract. For example:
- (i) you don't pay us;
  - (ii) you miss an agreed appointment; or
  - (iii) we must visit your property because you've failed to do what we've asked;
- (c) replacing Equipment that is lost or damaged, or providing you with printed copies of documents in connection with the Equipment and/or your contract; or
- (d) if your bills are not paid after we remind you, we can start charging you interest. The interest will be applied daily at a rate of 4% more than the Bank of England's base annual rate. We can start charging interest 14 days after we provide you with your unpaid bill. We can charge you interest from the date that the unpaid amount was due to the date that such amount is actually paid.

8.2 You agree that, both during and after your contract, you will pay all and any of our costs, expenses, losses or liabilities that may be incurred by us in connection with any action, claim, demand or proceedings against us in respect of any loss, injury, death or damage caused or alleged to be caused to any person or property by or arising or alleged to arise directly or indirectly out of the design, manufacture, control, operation, use, installation, removal, maintenance or repair of the Equipment or the provision of the Services.

## **9 When we can ask you to pay a deposit**

9.1 We can ask you to pay a deposit whenever that's reasonable (for example, you don't pass our credit checks or you haven't paid your bills). We'll give you a reasonable time to pay a deposit, but you agree to pay by the date we provide. If you fail to do so, we will have the right to suspend or terminate the contract and we reserve the right to refuse to provide any new contracts, renewals or additional products or services to you.

9.2 If you pay us a deposit, we will keep it for up to 12 months and may apply it against your account in relation to any products or services provided by us to you. After this period, if you have paid everything to us on item, we will refund the deposit. If you have not paid all amounts due to us on time, we may continue to hold the deposit until you have fully paid at least 6 consecutive periods on time.

9.3 When the contract is terminated and all amounts due to us from you (including in relation to other products and services provided by us to you), we will refund any available balance of the deposit to you.

## **10 What happens if you owe us money**

10.1 If you don't pay us money you owe (even if it's from a different contract with us or for a different property), we and our agents will contact you to recover the money. You agree that we can:

- (a) change how often we provide your bills;
- (b) use a deposit that you've paid us or ask you for one;
- (c) ask you to use a different payment method;
- (d) use money you've paid us under another contract or account, even if that contract or account is for a different property;
- (e) use money that we owe you (for example any credit balance you have with us whether in respect of this contract or another); or
- (f) sell your debt to a third party.

10.2 We'll decide how your payments or credits will pay off what you owe. For example, we could pay off your oldest bills first or pay off any other costs you owe us. Or, we can use any overpayment on your gas account to pay some or all your debt on the Smart Home Service account.

10.3 If you're paying us back, you must stick to the payment schedule we've agreed. Otherwise, we'll let you know if you need to pay the full amount straight away, pay us back faster or pay in a different way.

## **11 What happens if we owe you money**

11.1 If you don't owe us any money once your contract ends, we agree to pay you what we owe you. You agree to give us your details (your name, bank account, forwarding address) so we can do that.

## **12 When we can change your contract**

12.1 We can change the terms of your contract at any time, including payment methods and we will publish them on our website. No verbal agreements can be made to change this contract. If we make a change to your contract and that change puts you at a significant disadvantage, we'll let you know at least five working days beforehand. If you are unhappy with any change that puts you at a significant disadvantage, you can end the contract as explained in these terms and conditions.

12.2 The latest copy of our terms and conditions will always be available on our website.

## **13 If we agree contract changes with you**

13.1 It could be you or us who asks for changes to your contract. If you ask us to agree to any changes, if we agree to them we'll confirm what they are in writing and when they apply.

#### **14 How you can end your contract**

14.1 You have the right to cancel this contract up to 14 days from the day after your Start Date unless we have installed the Equipment during this time. Until such time as we have installed the Equipment, we can't stop you from cancelling your contract and we will not charge you termination fees during the 14 days.

14.2 You can end your contract at any time provided that you have complied with all of your obligations under your contract (including making all the payments required under clause 15) and that you write to us to inform us of your decision to terminate your contract giving us at least 30 days' notice.

14.3 You can end your contract immediately at any time by providing written notice to us if:

(a) we continue to breach any of the terms of your contract or we breach any of the terms of your contract in a significant way provided that you have previously notified us in writing of the full details of such breach and given us at least 30 days to fix that breach; or

(b) we are declared insolvent, are subject to winding up proceedings, have an administration or receiving order made against us or are otherwise subject to insolvency proceedings.

#### **15 What happens if you cancel your contract before the end of the Initial Term**

15.1 If you should wish to cancel your contract before the end of the Initial Term (after your right of cancellation) other than for one of those reasons set out in paragraph 14.3, you shall be responsible for paying the full price and all charges payable under your contract as if your contract continued until the end of the Initial Term.

15.2 Once we have received written notice from you that you wish to terminate your contract, we will provide you with an invoice for any money that you owe us due to the early termination of your contract. All money that you owe us (whether under this contract with us or a different one) must be paid within 14 days of us issuing our final invoice.

#### **16 Moving property**

16.1 If you move out of your property or if your contact details change, you agree to tell us beforehand.

16.2 If you are moving and you would like to take the Equipment to your new property and continue your contract, we can move your Equipment. Please contact us in advance for details of the one-off fee for doing so.

16.3 Alternatively, if you move property, we may agree to change your contract so that it is with the new owners of the property. In order to do so each of us, you and the new owner of the property must agree in writing, in a format to be provided by us, that the new owner of the



property will be responsible for your contract. If we each agree to transfer your contract to the new owner of the property:

- (a) your contract will not be cancelled but instead that person or persons will become responsible for your contract from the agreed date;
- (b) you will be responsible for paying all of our fees, charges and costs in connection with transferring your contract; and
- (c) we will only transfer your contract to the new owner of your property once you have paid all money owed to us under your contract calculated up until such time as we transfer your contract to the new owner of your property.

16.4 If we do not reach any other agreement as set out above, if you move property, you will automatically be considered to have given us notice that you wish to terminate your contract early. As a result, you will be required to pay the full price of your contract and all charges payable under your contract as if your contract continued until the end of the Initial Term. You agree to tell the new owner that the Equipment belongs to us until you pay the full price of your contract. We may agree something different with you in relation to your moving property, however we are not required to reach another agreement with you and any alternative agreement must be confirmed by us to you in writing.

## **17 When we can end your contract**

17.1 We can end your contract in any circumstances by giving you no less than 30 days' notice.

17.2 We can end your contract immediately if:

- (a) you repeatedly break any of your contract's terms or conditions or you break them in a manner which we think is serious;
- (b) you are declared insolvent or bankrupt or are otherwise subject to insolvency proceedings;
- (c) you cease to be the owner of the property or you stop living at the property; or
- (d) there are changes to the property that mean that we consider that the Equipment will no longer function correctly.

## **18 Our responsibilities to you**

18.1 We accept responsibility if we, or anyone acting on our behalf, kills or injures somebody, or causes death or injury because we or they have been negligent.

18.2 We won't, under any circumstances, be responsible for:

- (a) any financial loss, damage or expenses, such as loss of profit, income, business, contracts or goodwill;

- (b) any loss, damage or expenses which we or you would not have reasonably expected when we made this contract with you. That applies even if we, or anyone acting on our behalf, didn't follow these terms and conditions;
- (c) any statement, warranty or representation made by any person other than us in respect of your contract;
- (d) any breach of your contract that is caused by a Force Majeure Event;
- (e) any indirect loss or consequential loss;
- (f) any loss, damage, expenses or disagreement that may arise between you and another person or us and any person other than you as a result of the installation and use of the Equipment at your property or the provision of the Services by us;
- (g) any loss, damage or expenses that may arise as a result of or in connection with you sharing any login details, such as your username or password, for the Equipment with any person. This includes situations such as where you are a landlord and you share your login details with a tenant;
- (h) any interference or damage to other equipment in your property caused by the use of the Equipment;
- (i) any issues with your broadband connection or speed.

18.3 We will take reasonable care not to damage your property when installing any Equipment and we will be responsible for any damage caused by our negligence. You agree that some minor damage maybe caused to your property which needs redecoration and that you are responsible for any redecoration. We will not be liable for any costs of repairing any pre-existing faults or damage to your property.

18.4 Subject to any applicable laws, we do not provide you with any condition, promise, warranty or representation in respect of the Equipment or the Services, whether in respect of quality, description or otherwise, except as expressly contained in your contract or which we otherwise provide to you in writing.

18.5 We are not responsible for any claims or representations made by the manufacture of any of the Equipment.

18.6 Except for any loss under clause 18.1 above, if you suffer any loss or damage because of our failure to comply with the contract, our responsibility to you will be limited to no more than the amount of all charges due under your contract for the Initial Period in total combined for any and all events that cause you loss.

18.7 If you're unhappy with our service, you can make a complaint. To make a complaint, please contact us, our details can be found at [www.islandenergy.je/contact-us](http://www.islandenergy.je/contact-us).

## 19 Data protection

- 19.1 When we supply and install the Equipment and provide the Services under your contract, the data controller is the company with which your agreement is with, which is our local company in the island where your property is located.
- 19.2 Our privacy notice explains your statutory rights and how we collect and use your personal data. It describes the processing activities that are carried out by us in relation to your contract, the purposes for which these activities are performed and the legal bases that we rely upon for these processing activities. These processing activities may include, amongst other things, the use of your data for the purposes of undertaking credit checks, invoicing, managing your contract and instructing the Direct Debit payments due under your contract.
- 19.3 Our privacy notices can be found at [www.islandenergy.je/privacy-policy](http://www.islandenergy.je/privacy-policy).
- 19.4 We may update our privacy notices from time to time to ensure that they are always up to date and accurate. Any changes we may make to our privacy notices will be posted on the relevant website page noted above.

## **20 General**

- 20.1 We won't tolerate discrimination, violence, aggression or abuse towards our staff or agents. If that happens, we may ask you to contact us in different ways, suspend or terminate your contract, take legal action and, if appropriate, report it to the police.
- 20.2 Any intellectual property rights including trademarks existing in the Equipment or Services belong to the relevant owner.
- 20.3 This contract is personal to you. You can't transfer any of your rights or responsibilities under your contract to another person without our prior written agreement. We can transfer all or any part of your contract to another person.
- 20.4 If the contract ends for any reason, you and we will not lose any rights you or we already have (for example, to claim any money that is owed at the end of the contract).
- 20.5 If you don't keep to the terms or conditions of your contract and we don't respond right away, that doesn't necessarily mean that we won't do anything about it later.
- 20.6 Where we send you any written communications or documents, we can send them by post to your last known address or by email to the address we have in your customer record. If we send them by post they'll be considered to have been delivered to you 48 hours after we post them and for emails, when they are sent.
- 20.7 Each individual clause and subclause of your contract applies separately. If a court or other authority tells us we can't rely on a certain clause or subclause, the other clauses and subclauses will still apply.
- 20.8 Your contract does not, by virtue of any statutory provision in any jurisdiction, confer any rights or benefits on any person or class of persons existing now or in the future who is not a party to your contract save that an assignee or successor will be deemed to be a party to your contract.

20.9 Jersey law will apply to your contract and the Jersey courts will have exclusive jurisdiction.

## **Schedule A – Support Services**

In relation to the Services, we will support your Equipment in the following way:

1. Firstly, you will need to follow the supports steps of the manufacturer of your Equipment (eg Hive or Tado). This means that you must first utilise their library of support articles, online support chat, and customer support phone lines when a fault arises.
2. If the manufacturers support does not fix your issue, we will provide over the phone support, and where we believe necessary may arrange an engineer to visit your property. Whilst engineer visits are included in your contract, there may be a time where we need to charge you for a visit. This includes, but is not limited to, items described in paragraph 5 of this schedule we will discuss any applicable charges of an engineer visit with you first.
3. You will need to tell us what advice the manufacturer has given and what has been tried before we can try to help you.
4. If there is a fault with your Equipment during the Term that cannot be fixed and requires replacing, we will replace and swap this out under this contract for no additional charge.
5. We can only help you when the fault or error relates to the Equipment itself. We will not be able to assist when faults or errors happen due to other factors such as boiler faults, property issues, wiring faults or internet faults.
6. Please also note that we will not provide support services in relation to any smart home equipment that has not been purchased from us under this contract.
7. We reserve the right to refuse to provide the support services if we believe that the requests are unreasonable in any manner.
8. We reserve the right to withdraw support services and to change the levels of support we provide under the contract and will inform you of any significant changes.

## Schedule B –

### What the words in these terms and conditions mean:

**Equipment:** The equipment supplied by us to you as part of the Smart Home Service and your contract, including the equipment set out in your Order.

**Force Majeure Event:** Any circumstance not within yours or our reasonable control, which may include any of the following events as well as others:

- (a) acts of God, lightning, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination, explosion or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident; or
- (g) shipping delays, industrial disputes (whether or not involving our employees) or non-performance by suppliers or subcontractors.

**GST:** means goods and services tax or any equivalent tax chargeable from time to time in Jersey or elsewhere.

**Initial Term:** means the initial period set out in your Order, which starts on the date of installation of the Equipment.

**Order:** means your order for goods which can be made from time to time via our website, by phone or in person and any associated form or correspondence confirming your order.

**property:** The building or space that we provide the Equipment for use at as identified in your Order.

**Schedule:** the schedule(s) attached to this contract, one of which sets out the support services for your equipment and any relevant terms which apply to it.

**Services:** The services that we will provide in connection with your use of the Equipment, which shall include the services set out in the Schedule to this contract and as formally agreed with you from time to time.

**Start Date:** The date on which the contract between you and us begins, which is the date on which we accept your Order or when you agree that we'll install the Equipment – whichever comes first.

**Term:** means the Initial Term and any period and the period thereafter where we provide you with the Services, until terminated in accordance with these terms.

**we, us or our:** Jersey Gas Company Limited (registered in Jersey with registration number 33 and trading as Island Energy) with its registered office at Energy House, La Rue Philippe Durell, La Collette, St. Helier, Jersey JE4 8R.

**Working day:** Any day except Saturday, Sunday and the bank holidays in Jersey.

**you or your:** The person or persons named on the Order as entering into this contract with us and any persons notified to us from time to time and accepted by us.

**VAT:** means value added tax or any equivalent tax chargeable from time to time in Jersey or elsewhere.

Version: 27 May 2022