

PREMIUM SERVICE TERMS AND CONDITIONS

The following terms and conditions shall apply to Our Premium Service and by purchasing Premium Service You agree to be bound by them.

1 ABOUT US

- 1.1 SGE Group is a trading name of Switch Gas and Electric Limited is a company registered in England and Wales (company number 06637879) whose registered office is at 17 St Anne's Square, Manchester M2 7PW ("We", "Us" and "Our").
- 1.2 Our VAT registration number is 936 3280 18. Our Data Protection Registration Number is Z1391216.
- 1.3 Any correspondence should be addressed to Switch Gas and Electric Limited, SGE House, Burley Hill Trading Estate, Burley Road, Leeds, LS4 2PU. Alternatively you can email us on customerservices@switchgasandelectric.com.

2 PREMIUM SERVICE PRODUCTS AND SERVICES

- 2.1 **Premium Service** is provides additional products and services that may save you money. Premium Service includes:
 - 2.1.1 a £100 Holiday Voucher;
 - 2.1.2 exclusive access to www.sgediscounts.com ;
 - 2.1.3 loft insulation;
 - 2.1.4 cavity wall insulation;
 - 2.1.5 a hot water cylinder jacket;
 - 2.1.6 a VIP phone number for Our Premium Service Customers only;
 - 2.1.7 a VIP email address for Our Premium Service Customers only;
 - 2.1.8 an energy saving guide;
- 2.2 Premium Service is available at a cost between £9.99 and £79.99 inclusive of VAT. The price of Premium Service is dependent on the service level You have applied for. We are entitled to change the price for Premium Service at any time without giving any notice.
- 2.3 Your £100 Holiday Voucher will be dispatched to You by email to the email address You provided in You application within 24 hours of your Premium Service order confirmation.
- 2.4 Your hot water cylinder jacket will be dispatch to You by courier service within 28 working days of your Premium Service order confirmation.
- 2.5 Your cavity wall and loft insulation will be fulfilled by a third party, whilst we are not bound to confirm a timescale We expect your home insulation to be completed within 90 days or your Premium Service order confirmation.
- 2.6 Your Energy Saving Guide will be dispatched to You by email to the email address You provided in You application within 24 hours of your Premium Service order confirmation.
- 2.7 We reserve the right to change the services offers at any time without notice for a similar offer.

- 2.8 To receive a hot water cylinder jacket You must have a hot water cylinder in Your home.
- 2.9 To receive loft insulation You must live in a home with a loft that was not insulated at the time of Your Premium Service order confirmation.
- 2.10 To receive cavity wall insulation You must live in a home with cavity walls that were not insulated at the time of Your Premium Service order confirmation.
- 2.11 If for any reason Your home is found to not be eligible for free insulation during a survey this will cost You nothing.

3 PAYMENT

- 3.1 Payment for Premium Service will be taken over the phone when You place Your Premium Service order.
- 3.2 Payment must be made in full by either credit or debit card and You will be required to give the card details over the phone.
- 3.3 If You do not have funds available at the time of your Premium Service Order Confirmation we will attempt to take payment from Your card on your pay day and future dates after your pay day date.
- 3.4 Your pay day is the date or day that your receive payment from Your employer, the UK government or other source of income.

4 CUSTOMER OBLIGATIONS

- 4.1 By ordering Premium Service You warrant that:
 - 4.1.1 all information You are providing is true, complete and accurate to the best of Your knowledge;
 - 4.1.2 You are at least 18 years old;
 - 4.1.3 You are legally capable of entering into binding contracts;
 - 4.1.4 You are contracting in your capacity as a consumer, not in the course of business; and
 - 4.1.5 if paying by credit or debit card, You are either the owner of such card or have the owner's permission to use such card.
- 4.2 If any of the above circumstances change, You must inform Us promptly.

5 TERMINATION

- 5.1 We have the right to terminate or suspend Your use of Premium Service, if:
 - 5.1.1 You provide any false information further to Clause 4.1; or
 - 5.1.2 We suspect on reasonable grounds that You may have committed or be committing any fraud against Us.

- 5.2 You have a cooling off in relation to Your Premium Service order during which You have the right to cancel Your order. The cooling off period ends on the expiry of the period of seven working days beginning with the day after the day on which You receive Your Premium Service pack. If you agree for us to provide our Premium Service to you immediately and you then exercise your right to cancel, we reserve the right to make a charge for the service we have provided up to your cancellation, This will vary dependent on the amount of work we have done for you.

6 LIMITATION OF LIABILITY

- 6.1 We do not exclude or limit in any way Our liability:
- 6.1.1 for death or personal injury caused by Our negligence;
 - 6.1.2 under section 2(3) of the Consumer Protection Act 1987; or
 - 6.1.3 for fraud or fraudulent misrepresentation.
- 6.2 Our liability for losses You suffer as a result of Us breaking these terms and conditions including deliberate breaches is strictly limited to the purchase price of the Premium Service and any losses which are a foreseeable consequence of Us breaking the terms and conditions. Losses are foreseeable where they could be contemplated by You and Us at the time Your order is accepted by Us.
- 6.3 We are not responsible for any indirect losses which happen as a side effect of any main loss or damage, including but not limited to loss of income or revenue, loss of anticipated savings, provided that this clause 6.3 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 6.1 or 6.2 or any other claims for direct financial loss that are not excluded by this clause 6.3.

7 COMPLAINTS PROCEDURE

We aim to provide a high level of quality in providing Our Services to You. However, if You do have any queries or concerns relating to the provision of Our Services, please send these to Switch Gas and Electric Limited, SGE House, Burley Hill Trading Estate, Burley Road, Leeds, LS4 2PU. or to Our email address at vip@sgegroupp.co.uk.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 All intellectual property rights (including all copyright, patents, trade marks, service marks, trade names, designs whether registered or unregistered) in Our Websites, information and content of Our Websites, any database operated by Us and any software shall remain property of Switch and Compare Limited and the Customer shall not obtain, and shall not attempt to obtain any title to any such intellectual property rights.
- 8.2 You may print off one copy, and may download extracts, of any page(s) from Our Website for Your personal reference and You may draw the attention of others to material posted on Our Websites.
- 8.3 No part of the Service may be reproduced in any form or used in any other way except in accordance with these terms and conditions.
- 8.4 You must not use these or any other of Our registered or unregistered trade marks without Our prior written permission.

9 NO PARTNERSHIP / AGENCY

Nothing in this agreement shall be construed to create a joint venture, partnership or agency relationship between You and Us and neither party shall have the right or authority to incur any liability debt or cost or enter into any contracts or other arrangements in the name of or on behalf of the other.

10 ASSIGNMENT

- 10.1 You shall not assign or transfer or otherwise deal with all or any or Your rights or obligations that arise from these terms and conditions.
- 10.2 We have the right to assign or otherwise deal with any of the rights or obligations to any such persons as We see fit.

11 FORCE MAJEURE

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of the obligations that arise from providing the Services if the delay is caused by events outside Our reasonable control.
- 11.2 This includes but is not limited to strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack, war (whether declared or not), fire, explosion, storm, flood, earthquake, epidemic or other natural disaster, failure of any telecommunication or computer system, compliance with any law and any accident (caused by any such events).
- 11.3 Performance any of the obligations that arise from providing the Services will be suspended for the period that the Force Majeure Event continues.

12 ENTIRE AGREEMENT AND WAIVER

- 12.1 These terms and conditions represent the entire understanding between Us and the Customer in relation to the provision of the Services. If any of these terms and conditions are found by a competent authority to be invalid, unlawful or unenforceable then that part will be deleted and the remaining parts will still be valid.
- 12.2 A waiver of any right under this agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13 OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

Switch and Compare Limited retain the right to vary any of these terms and conditions from time to time without further notice.

14 LAW AND JURISDICTION

This agreement is governed by the laws of England and Wales. Any dispute arising from, or related to, the Contract shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.