

Customer Promise

Welcome to Kensa Utilities.

This Customer Pack has been designed to give you, the customer, an overview of some of the services and provisions available to you as a Kensa Utilities Customer.

It does not replace your Customer Service Agreement with us, but you should find that it compliments it well. If you have any questions, our customer service team are always happy to help. You can email them at customerservices@kensautilities.com or call them on 01872 862140.

As a new category of home utility, Kensa Utilities can build great customer service from the establishment of the company, and so we are regularly reviewing our customer policies and procedures. We welcome your feedback so we can continue to ensure our customer service is great.

Kensa Utilities is a Heat Trust Registered Participant. Heat Trust registration helps us ensure we are regulated and offering customers high levels of consumer support, service, and protection as heat network users. A list of which of our sites are registered can be found on the [Heat Trust website](#).

We have also created a Priority Services Register for customers who may need to have additional support. You can find within this guide the criteria for registering, and support available to you.

We hope you find the information here useful and that as a Kensa Utilities Customer your ground array infrastructure brings you many years of warmth.



Wouter Thijssen
Managing Director
Kensa Utilities

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Performance Standards

Temperature

We will ensure that, over any 12-month period, the average inlet flow temperature of the **ground array** will not fall below 0°C. You will ensure that over any 12-month period the average outlet flow temperature will not fall below -5°C.

Continuity of Service

Your **home's heating system** and associated **ground array** is designed to provide you with, should you wish, **ambient heat**, 24 hours a days 7 days a week 365 days a year (366 days a year during a leap year), other than during a **planned interruption** or **unplanned interruption**.

Service Failure Payments

Planned Interruptions

We will provide you with at least 3 days' notice when we need to make a **planned interruption** to your **ambient heat**, to undertake work such as maintenance or repair.

When a notified **planned interruption** lasts longer than 5 days, from the start time indicated on the written notice served by us to you, we will pay you a **service-failure payment** of no less than £30.00 (indexed) for each full 24 hours period beginning at 00:00 from the 5th day following commencement of the **planned interruption**, up to a total limit of £500.00 (indexed).

Unplanned Supply Interruptions

When an **unplanned supply interruption** occurs to your **ambient heat** and it is not restored within 24 hours of the first registered notification from a customer, we will pay each eligible customer a **service-failure payment** of no less than £30.00 (indexed) for each 24-hour period (from hour 24) from that first registered notification, up to a total limit of £500.00 (indexed).

Multiple Interruptions

If you experience four or more **unplanned supply interruptions** to your **ambient heat** during any 12-month period and each **unplanned supply interruption** is accepted and verified by us and lasts for over 12 hours, we will pay you a one-off **service-failure payment** of £54.00 (indexed). This payment is in addition to any payment due under sections '**planned Interruptions** and **unplanned supply interruptions**.'

Provisions for our vulnerable customers during a planned interruption or unplanned supply interruption

If a **planned interruption** or **unplanned supply interruption** lasts longer than 12 hours then we will take all reasonable steps to ensure alternative arrangements are made to supply heating to **vulnerable customers**, in the form of temporary electric heaters.

In the unlikely event we fail to make provisions to maintain **ambient heat** to a **vulnerable customer** where a **planned interruption** or **unplanned supply interruption** lasts longer than 12 hours (from the start time in the written notice of a **planned interruption** and from the first notification from a customer in an **unplanned supply interruption**- the person registering the notification does not have to be a **vulnerable customer**) we will pay the **vulnerable customer** a one-off **service-failure payment** of £24.00 (indexed). This payment is in addition to any payment due under sections '**Planned Interruptions**, **Unplanned Supply Interruptions** and **Multiple Interruptions**'.

Claiming and Payment of Service Failure Payments

How to Claim

If you are eligible to receive a **service-failure payment**, we will credit your account or make a cash payment to you within 31 days of the registered event. We will contact you should there be any delay in making this payment to you or if we require any further information from you to make this payment. We may ask you to provide evidence for your claim or to make a claim via a text or email link.

Reasons we may withhold payment.

We do not have to make the **service-failure payment** if:

- a) you tell us before the event that would cause us to have to pay you the **service-failure payment** that you do not wish for us to take any action currently or in the future regarding such event.
- b) you agree that the action we have taken to resolve the event that would cause us to have to pay you the **service-failure payment** is a suitable response to resolve the event to the minimum performance standards and we undertake that promised response and action.
- c) we have made a reasonable request for specific information from you and this information has not been provided within the timeframe specified by us, this will be no less than 3 months.

We do not have to make a **service-failure payment** if it was not reasonably practicable to meet the necessary standards due to:

- a) Strikes or other industrial disputes involving our employees or affiliates or the employees or affiliates of our contractors and/or sub-contractors.
- b) Severe weather
- c) If another person, not relating to our company in any way, causes damage to the **ground array** by accident or otherwise.
- d) we were unable to gain access to fix the fault or provide alternative temporary heat provision to a registered **vulnerable customer**.
- e) there were circumstances which would cause us to break the Law or would lead to imminent danger of death or personal injury.
- f) the effects of an event such as war, terrorism, or threat to national security
- g) circumstances of an exceptional nature beyond our control such as electricity supply serving the **registered site** being interrupted beyond our control.

Or **we** have reasonable grounds to believe that the information provided by **you** is of a frivolous or vexatious nature.

And where **we** have taken reasonable steps to both prevent the event and minimise the effects of the event.

Reporting a Fault, Emergency, Access, and Repairs

General Enquiries

Email: info@kensautilities.com

Telephone: 01872 862140 (Mon-Fri 09:00-17:00)

www.kensautilities.com

Kensa Utilities, Mount Wellington, Chacewater, Truro, Cornwall, TR4 8RJ

Customer Service enquiries

Email: customerservices@kensautilities.com

Reporting a Fault

If you have a loss of electricity in the whole of your home and you suspect a power cut, please call National Grid free on 105.

If **you** have a fault, disruption, or loss of **ambient heat** from **your home's heating system** or **ground array**, **you** can report this to Kensa Utilities by calling:

01392 717030 (24 hours)

Or by sending an email to (for non-urgent issues):

callout@kensaengineering.com

We will try to determine whether it is the **ground array** that is the cause of the fault or another source, such as an electrical network.

If **you** report a problem with the availability of **ambient heat**, **we** will respond to **you** within the following timescales:

Situation	Response time
No availability of ambient heat during the winter period	Response within 12 hours (and if you are a vulnerable customer, we will provide an alternative heat source to your home if we are unable to resolve the fault after the initial 12 hours response time)
No availability of ambient heat during the summer period	Response within 12 hours (and if you are a vulnerable customer, we will provide an alternative heat source to your home if we are unable to resolve the fault after the initial 12 hours response time)
Any other problems	Response within 12 hours
Emergency- defined as a line strike to our infrastructure or the opening up of a borehole/ground	Response within 4 hours, attendance within 12 hours

Accessing Your Property

There may be times when **we** need to access **your home** to carry out servicing, repairs, or maintenance to the **ground array**. **We** will always take reasonable care when working in and around **your home**. **We** ask that **you** kindly give **us** safe access to the **ground array** at **your home** so **we** can carry out this work.

If **we** arrange and confirm an appointment to visit **your home** and **you** need to cancel, but do not give **us** at least four hours' notice; or **we** cannot gain access to the provide and provide evidence of this, then **we** classify this as an '**abortive call-out**'.

Where **we** make more than one abortive visit to your property in respect of the same issue, you will have to pay us a call out charge for each subsequent abortive call-out and reasonable additional costs that we incur in carrying out any necessary work without access to your property. You may be charged an **abortive call-out charge**.

We will give you at least 3 days' notice of our requirement to access your property, for planned maintenance. We endeavour for this access to be convenient for you and within normal working hours of Monday-Friday 09:00-17:00 where reasonably practicable. We will provide **you** with a 4-hour time window for attending **your home** on the agreed day. **You** must provide us with access to **your home** during this agreed time period.

All **our** operatives, subcontractors and agents who attend **your home** will have sufficient ID, showing their name, photograph, and company details with them, and **we** encourage **you** to ask for ID when they arrive. Please, specify to **us** if **you** would like to use a password to help identify a genuine operative. **We** take the safety and safeguarding of **our** customers seriously.

Repair and Replacement Costs

Your Kensa Heat Pump and associated equipment within **your home** comes with a warranty period. **You** should refer to **your** issued warranty documentation to determine the status of the warranty.

We will maintain and keep the **ground array** in good operational condition (including repairing any faults) using the correct materials and accredited and reputable work persons. Where the repairs undertaken to the **ground array** are to be made at **our** obligation then **we** will make these at **our** cost. If the damage or fault to the **ground array** has been caused by **you**, the customer, or a person in **your** charge or responsibility then we will advise **you** of the cost of the repair or replacement prior to commencement of the work.

Joining and Leaving Procedure

Moving into a Property

You will be charged the Standing Charge from the day **you** become liable for the heating supply to **your home**- when the purchase completes. Please do this as soon as reasonably possible as failure to do so may result in **us** charging **you** by way of **back billing** for up to a period of no more than twelve months.

You must notify **us** of **your** details; (name, address, postcode, date of birth, telephone number, email address, whether **you** or anyone in **your home** would like to be registered as a **vulnerable customer** or registered on the **priority service register**, a password, nomination of a third person representative, Direct Debit details, marketing preferences, notification preferences (letter/text/email) within 14 days of **your home** purchase completing.

You can do this by contacting customer services on 01872 862140 or emailing customerservices@kensautilities.com and we will get in touch with you.

We will complete registration of **your** account, setting up of **your** Direct Debit and send **your** confirmation of **your** registration with **us** within 2 weeks of **your** contacting us with **your** information, including sending you your billing schedule and Direct Debit Guarantee.

Moving out of a property

If **you** are moving out of **your home**, **you** must give us a minimum of 28 days' notice of **your** intention to move and end the **contract** with **us**. **You** will cease to pay the **standing charge** on the day that **you** cease to be liable for the heating supply to **your home**, being the day that **your home** sale completes, and the new owner signs a service agreement with us

Giving notice: **we** will need **your** forwarding address for **you** and any other person who signed the **contract**, as well as the date **you** intend on vacating **your home**, and will no longer be liable for **your home's heating system**.

If **you** fail to inform **us** that **you** have moved or relinquished responsibility for **your home** and its heat supply, **we** will continue to charge **you** the **standing charge** until **you** can provide **us** evidence otherwise, such as legal documentation that you have ended your tenancy. **You** may still be liable for the **termination fee** as per your **contract**. **We** will issue you with a final bill within 6 weeks of the **supply end date**.

Final notice and Bill Payment

When a bill is issued, we ask that you ensure that you have a Direct Debit set up or make payment via Customer Services using a credit or debit card.

If you need help understanding your bill, or require it in a different format, please contact us at customerservices@kensautilities.com or on 01872 862140 and we will do our best to help you.

However, where a bill has been issued and **you** have legitimate and extenuating circumstances where **you** have been unable to make payment of **your** bill, **we** will work with **you** to come to an agreed alternative arrangement, or **we** may refer **you** to debt advice agencies or consumer support agencies where possible.

Support from other Agencies

You can seek advice from:

Energy Ombudsman <http://www.energyombudsman.org/>

Energy Ombudsman, P.O Box 966, Warrington, WA4 9DF

0330 44 01624

enquiry@energyombudsman.org

Citizens Advice Bureau www.citizensadvice.org.uk

0808 223 1133

Relay UK- if you cannot speak or hear on the phone, you can type what you want to say: 18001 then 0808 223 1133.

Welsh-speaking adviser: 0808 223 1144

Turn2Us Benefits and Grants Checker

<https://benefits-calculator.turn2us.org.uk/>

Step Change Debt Charity

<https://www.stepchange.org/>

0800 138 1111

Monday to Friday 8am to 8pm and Saturday 8am to 4pm

Heat Trust

www.heattrust.org

Heat Trust c/o ADE
6th Floor
10 Dean Farrar Street
London
SW1H 0DX

Suspending and Reinstating Your supply of Ambient Heat

Suspending your supply of ambient heat

We reserve the right to suspend **your ambient heat** supply as a last resort, once all possibilities for payment have been exhausted and deadline for payment, as set out in the **final demand letter**, has expired. **We** may also suspend **your ambient heat** supply if **we** believe that **you** have breached any terms the **contract** or **we** are required to do so by **law**.

We may charge **you** for the suspension of your **ambient heat** supply.

If **you** are a **vulnerable customer**, **we** will not suspend your **ambient heat** supply during the **winter period**.

Reinstating your Ambient Heat Supply

We may reinstate **your ambient heat** supply when **you** have met any specified conditions, agreements and arrangements made between **us** and **you**, the customer, for the reinstatement of the **ambient heat** supply.

We may charge **you** for the reinstatement of the **ambient heat** supply.

Vulnerable Customers

We consider each customers' personal circumstances and characteristics which may cause vulnerability, these may include:

- Age, over 65 or under the age of 5
- physical or mental health
- disability
- financial insecurity
- bereavement

There may be additional circumstances which may arise that may cause **you** or a member of **your home** to be more vulnerable and unable to safeguard **yourself** or others in **your** household and these mitigating circumstances will be considered.

If you are eligible to be registered as a vulnerable customer, then you are also eligible to be on the Priority Service Register.

Please call us at Kensa Utilities to let us know of any circumstances, so we can help you, on 01872 862140.

Priority Service Register

All customers who are identified as being vulnerable or have additional support needs, will be added to the Priority Services Register, should they choose to be.

You can decline to be added to this register, alleviating **you** of any additional support services.

You can ask to be added, if eligible, at any time whilst **you** are a customer with us.

You are eligible to be registered on the PSR if **you** or a member of **your** household:

- are age 65+.
- are disabled or have a long-term medical condition.
- are recovering from an injury.
- have a hearing or sight condition.
- have a mental health condition.
- are pregnant.
- are a child under the age of 5 years old?

- have extra communication needs, e.g., English is not your first language, or you do not read English well.
- have a condition which is affected by the cold or suffer from the effects of the cold more.
- would struggle to answer the door or get help in an emergency.
- have financial insecurity.

Definitions

abortive call-out

means when **we** have pre-arranged an appointment with **you** at **your home** and are unable to access **your home** as agreed.

abortive call-out charge

the charge **you** will have to pay if **you** do not let **us** into **your home** at a time that **we** pre-arranged with **you**.

ambient heat

means heat of a temperature similar to the ground, made available from **our ground array** at the **connection point to your home's heating system**.

articles of association

mean the agreed rules that govern the **scheme company** (as amended, supplemented, or replaced from time to time).

back billing a 'catch up bill' sent to **you** when **you** have not been correctly charged or have had a delay in registering for **your ambient heat** service.

board

means the board of directors of the **scheme company** as appointed from time to time in accordance with the **articles of association**.

charges

the charges **you** must pay **us**. These are:

- the **standing charge**.
- any reasonable and proper **disconnection charges, reconnection charges, abortive call-out charges** [and **debt-processing charges**]; and
- any other amounts **we** are entitled to charge under this **contract**.

committee

means the independent committee set up in accordance with the **company byelaws** for oversight of the **scheme**.

company byelaws

mean the internal rules which govern the **scheme company** (as amended, supplemented, or replaced from time to time) as published on the **website**.

connection point

means the point at which **our ground array** connects to **your home's heating system** on the outer wall of **your home** and identified in Schedule 3 (Heat Supply Diagram).

contract

the legal contract between **you** and **us**, made up of the preceding two pages, these **supply terms and conditions** and any schedules referred to in them.

customer handbook

the handbook setting out [**our** complaints procedure, additional support available to **vulnerable customers**], as provided to **you** and which may be updated from time to time (to request **our** latest version, please contact **us** on 01872 862140 or download from www.kensautilities.com).

development

has the meaning given on the second page "about this contract", section 2.5 of your **contract**.

disconnection charge

Our charge for disconnecting our **ground array** from the **connection point** after **we** have suspended the availability of **ambient heat** under Clause 9.

final demand letter

the last and final request made by us for monies owed, including the date owed by and amount.

ground array

means the pipework and equipment installed by **us** to make **ambient heat** available to the **connection point** with **your home's heating system**.

ground array debt-processing charge

the charge **you** must pay to cover our costs of recovering overdue **charges** as set out in Schedule 1 (Charges).

good industry practice

means the standards, practices, methods, and procedures which comply with the **law** and exercising that degree of skill, care, diligence, prudence, and foresight which would reasonably and ordinarily be expected of a skilled and experienced person engaged in providing similar tasks under similar circumstances.

guidelines

mean guidelines forming part of the **scheme** developed and maintained by the **committee** in accordance with the **company byelaws** (as amended, supplemented, or replaced from time to time).

heat bill

a bill issued at regular intervals in accordance with Clause 6.

heat pump

means the electrically driven heat pump device that forms part of **your home's heating system**, that utilises the availability of **ambient heat** to produce domestic quality heat and hot water for use within **your home**.

heat pump services charge

a charge which covers **our** costs of maintaining and repairing **your heat pump** if **you** have chosen to receive the **heat pump services**.

home's heating system

the heating system inside **your home**, including the **heat pump**, all pipes, radiators, hot-water cylinders or thermal storage, thermostats, timers, and other relevant apparatus (including electricity and communication) which **you** or **your** landlord are responsible for.

law

any reference to **law** includes:

- any relevant act, regulation, guidance, direction, or determination which **we** must follow; and
- any relevant judgement of an English or Welsh court.

Ombudsman

means the Energy Ombudsman (<http://www.energyombudsman.org/>), whose services are available to **you** in relation to any complaints or claims.

planned interruption

An interruption, discontinuance, or reduction in the availability of **ambient heat** which **we** have given **you** at least 48 hours' written notice of.

privacy policy

Our privacy policy, available on **our** website here: www.kensautilities.com sets out:

- where **we** may get information about **you** from.
- why **we** need the information.
- what **we** will do with how **we** will manage the information **we** hold about **you**, **your** account and other people living at **your home**.
- how **we** might share the information **we** hold.
- how long **we** will keep the information for.
- **your** rights in relation to accessing and controlling **your** information; and
- how **we** will ensure **we** adhere to data protection laws relating to this information.

We may update the policy from time to time.

priority services register

if customers have special needs or a disability that means they need extra support, or are vulnerable, their details can be placed on this register. **We** provide a range of extra services to customers on this register to meet their needs.

reconnection charge

our charge for reconnecting the availability of **ambient heat** to **your home** after **we** have suspended it under Clause 9.

registered site

means a **development**, site, or location) within which a **ground array** is wholly or mainly installed to which **you** are (or are to be) connected for the purposes of receiving **ambient heat** from **us** and ii) which **we** have registered to be covered by the **scheme**.

scheme

means the Heat Trust, being a scheme to establish a common minimum standard in the quality and level of protection for **you** which is: a) equivalent, so far as possible, to that offered to other energy customers; b) set out in the **scheme bye-laws**, the **scheme rules** and the **guidelines**; and c) sponsored by the ADE, administered by the **committee** (with support by the **scheme administrator**) and overseen by the **board**

scheme administrator

means the natural or legal person or persons appointed by the **board** from time to time for the purposes of administering the **scheme**.

scheme byelaws

mean the byelaws of the same name (as amended, supplemented, or replaced from time to time), forming part of the **scheme** and which set out the basis of the relationship between the **scheme company** and **us**.

scheme company

means Heat Customer Protection Ltd, a company limited by guarantee with company number 09456667 having its registered office at 6th Floor Heron House, 10 Dean Farrar Street, London, SW1H 0DX and being a wholly owned subsidiary company of the ADE responsible for administering the **scheme**.

scheme rules

mean these rules (as amended, supplemented, or replaced from time to time), forming part of the **scheme** and which set out a common minimum standard in the quality and level of protection for **you**.

service failure

means a failure by **us** to meet a **service level** set out in Schedule 2.

service-failure payment

the compensation **we** are required to pay **you** for a **service failure**, as set out in Schedule 2.

service levels

the minimum levels of service **we** agree to provide under this **contract**. The **service levels** are set out in Schedule 2. If **we** do not meet those levels, **we** will pay **you** compensation in the form of **service-failure payments**. Sometimes, these are referred to as guaranteed service payments (GSP's).

standing charge

a charge which covers some of **our** costs of maintaining and repairing the **ground array** and making available the **ambient heat** for **you** to use.

summer period

means the period starting 1st June and ending 30th September each year.

supply start date

means the date on which **you** (or anyone in **your home**) starts using the availability of the **ambient heat** to generate heat and hot water within **your home**.

termination fee

means the sum of money owed to **us** by **you** in the event you end your **contract** (see section 13.1 of your **contract**).

terms and conditions of supply

these terms and conditions which set out matters relating to making available the **ambient heat** including **our** responsibility for the **ambient heat**, the manner in which **we** will do that and **your** obligations to pay for the availability of **ambient heat**.

unplanned supply interruption

an interruption in the availability of **ambient heat** which **we** have not given **you** at least 72 hours' written notice of.

us

[Kensa SPV Limited] incorporated and registered in England and Wales with Company Number [10044238] whose registered office is at Mount Wellington Mine, Chacewater, Truro, Cornwall, TR4 8RJ ("**we**", "**us**", "**our**").

vulnerable customer

means any customer who identifies themselves, or a permanent resident of the customer's home, at the time of identification, as being significantly less able than a typical consumer to protect or represent his or her interests in the energy market and/or significantly more likely than a typical consumer of energy to suffer detriment, or that detriment is likely to be more substantial. This could be someone who is:

- i. chronically ill.
- ii. mentally or physically disabled or having a hearing or visual impairment.
- iii. of pensionable age.
- iv. under the age of 5 years old.
- v. suffering severe financial insecurity [and/or bereavement].

website

means the **scheme** website: www.heattrust.org or such updated reference as notified by the **scheme administrator**.

winter period

means the period starting 1st October and ending 31 May each year.

you

the [owner]/[tenant] of **your home** name ("**you**", "**your**").

your home

means the property to be provided with the availability of **ambient heat** as identified on the front page of this **contract**, being the flat or house owned or occupied by **you** at the **development**.