

Deemed Contract Scheme

1. About this scheme

The **Deemed Contract Scheme (Scheme)** sets out the terms and conditions that apply where:

- bpha Limited (“**we**”, “**us**”) supplies heating and/or hot water via a **heat network**; and
- There is no signed **Energy Supply Agreement** in place

In these circumstances a legally binding contract arises automatically “deemed contract” between **us** and the occupier of the premises (“**you**”, “the **consumer**”).

This **scheme** is designed to comply with:

- The **heat network** regulatory framework
- **Ofgem** Authorisation Conditions
- Applicable **consumer** protection requirements

This **scheme** applies only where no express **Energy Supply Agreement** exists. If an **Energy Supply Agreement** is entered into, that agreement will supersede this **scheme**.

We, us, our:	bpha Limited ('bpha')
Our contact details:	Postal Address – bpha, Bedford Heights, Manton Lane, Bedford MK41 7BJ Phone – 0330 100 0272 Email – info@bpha.org.uk WhatsApp Message – 01234 923233
Utility supply:	Heat/Hot Water
Regulatory status:	Authorised heat supplier under the Heat Networks Regulations

Supply terms

2. Table of definitions

Term	Meaning
Bill	A bill we issue at regular intervals showing all charges and the heat charge you have run up for the period shown on the bill and when this amount is due to be paid.
bpha Website	www.bpha.org.uk
Charges	The charges set by us , which include: a) the variable charge ; b) any part of the standing charge which forms part of the charges under this scheme . c) any other charges we are entitled to make under this scheme .
Citizens Advice	The statutory advocate and advice partner for heat network customers in England and Wales. You can contact an advisor on 0808 223 1133 or visit their website at www.citizensadvice.org.uk
Complaint	Any expression of dissatisfaction made to an organisation, related to any one or more of its products, its services, or the manner in which it has dealt with any such expression of dissatisfaction, where a response is either provided by or on behalf of that organisation at the point at which contact is made or a response is explicitly or implicitly required or expected to be provided thereafter.
Complaints procedure	Our complaints procedure which can be found at www.bpha.org.uk/contact-us/compliments-and-complaints/complaints . Alternatively contact us to request a copy.
Credit Billing	You agree to pay for your heat charge and standing charge each month based on meter readings. You will receive a monthly bill showing how much energy you've used and the total cost, and you make payment based on the bill received.
Consumer	The occupier of the supply address who receives heat and hot water from the heat network in your building.
Customer Communications Team	Our office for dealing with customer enquiries. See our contact details for methods of how you can contact us .
Debt	A sum of money that is owed after the due date relating to the charges .
Emergency	A serious leak within the primary network which you cannot stop by turning off the mains and which causes immediate damage to property or risk of personal injury.
Energy centre	The facility we own or operate which contains the equipment used to generate the utility supply .

Energy Ombudsman	The Energy Ombudsman provides free and independent dispute resolution for heat network consumers in accordance with the heat network regulatory framework. You can contact them on 0330 440 1624 or visit their website at www.energyombudsman.org
Energy Supply Agreement	A written contract that explains how we supply the utility supply via a heat network to you , including charges , billing and customer protections.
Fault	A potential defect with the component, equipment or supply which may lead to a failure. This could be an error with the specification of the equipment which impacts its usability for the purpose it was designed for. This does not constitute cosmetic damage such as dents or scratches.
Final demand letter	The last in a series of requests by us for you to pay money you owe.
Heat charge	The charge for the utility supply you have used as measured by the heat meter .
Heat meter	An instrument which measures the utility supply from the HIU or heat network at the supply address and includes both heat meters and Pay-As-You-Go meters .
Heat network	A shared system that provides the utility supply from a central source, the energy centre , to the HIU .
Heat network regulation	Ofgem is the heat network regulator. The heat network regulation ensures heat network consumers get similar protections to gas and electricity consumers.
Heat network operator	The party responsible for running and maintaining the energy centre
Heat network supplier	The party responsible for managing your contract and billing relating to your utility supply .
HIU	The heat interface unit within the supply address which controls and regulates the flow of heat and hot water.
Metered heat network	A heat network where each home (supply address) has its own meter to track personal heat consumption and bill for the exact amount of energy
Metering and Billing Agent	An industry expert, Switch2 , who we have contracted to assist us with the metering and billing of our metered heat networks .
Non-metered heat network	A heat network where each home (supply address) is billed via service charges.
Ofgem	Heat Network Regulator. You can visit Ofgem's website at www.ofgem.gov.uk
Planned interruption	An interruption in the utility supply if we give you 48 hours' written notice.

Pay-As-You-Go meter	A prepayment module with an integrated SIM card which measures the utility supply from the HIU or heat network and operating in a mode which means you have to pay the charges in advance and allows us to connect remotely with the prepayment module. This is so we can remotely collect meter readings or information on how much heat you have used or apply transactions.
Primary network	The energy centre
Priority Services Register	A register of vulnerable customers who could get priority heating services.
Repayment plan	An agreement between you and us to clear any debt relating to the utility supply at the supply address . This may be collected by the metering and billing agent where appropriate.
Scheme	The terms that apply automatically by law when we supply the utility supply via a heat network without a signed Energy Supply Agreement , ensuring consumers are protected and treated fairly.
Standing charge	A fixed amount that is applied to a bill at given intervals including costs, expenses and outgoings associated with the availability of the utility supply at the supply address (other than charges based on the amount of utility supply used at the supply address).
Switch2	Our metering and billing agent . You can contact the customer services team on 0333 321 2010 from Monday to Friday, between 8am and 6pm, or email at info@Switch2.co.uk
Supply address	The address we will provide the utility supply to as set out in this scheme .
Tariff	The charges we implement to charge you for the appropriate heat charge and standing charge relating to your utility supply .
Unplanned interruption	An interruption in the utility supply if we have not given you 48 hours' written notice.
Utility supply	The supply to the supply address of heat and hot water using the HIU .
Variable charge	A charge for the amount of utility supply used at the supply address (which may be based on an estimate or meter readings). The charge for each kilowatt of heat will include an allowance for the price of incoming gas supply (or the types of supplies) to the energy centre (including standing charges) plus allowances for plant inefficiencies and other system losses normally associated with heat networks .
Vulnerable customer	A customer who is on our Priority Services Register . See our Vulnerability Policy for more information about how we support our vulnerable customers on heat networks . The policy can be found on the bpha website at www.bpha.org.uk/about-us/policies/115
We or us	bpha, our agents and other representatives.
You	The occupier of the supply address referred to as the consumer in this scheme .

3. Our regulatory commitments

We are an authorised **heat network supplier** (included deemed authorisation) under the **heat network** regulatory framework.

We will:

- Act in accordance with **Ofgem's** Standards of Conduct
- Provide a fair, transparent, and reliable service
- Ensure **you** receive protections comparable to gas and electricity **consumers**

4. Standards of Conduct

4.1. Act fairly and transparently

- Treat **you** honestly and without discrimination
- Provide information that is clear, accurate and not misleading

4.2. Support informed decision making

- Ensure **tariffs** and **charges** are understandable
- Provide timely communication about changes

4.3. Deliver good customer service

- Respond promptly to enquiries and issues
- Maintain professional and respectful conduct

5. Scope of supply

This **scheme** applies to:

- The supply of heat and hot water via a **heat network**
- The **supply address you** occupy

You do not need to sign an agreement for this **scheme** to apply

6. Your rights

You have the right to:

- Receive clear and transparent **bills**
- Be charged fair and cost reflective prices
- Access **complaints** handling and independent redress
- Receive support if **you** are a **vulnerable customer** or in financial difficulty
- Be informed about interruptions and service issues
- Require information in accessible formats

7. Our responsibilities

We are responsible for:

- Operating and maintaining the **heat network** (where **we** are the **heat network operator**)
- Providing accurate metering and billing
- Maintaining safe and reliable supply
- Handling **complaints** and providing redress access

8. Pricing and charges

8.1. Our approach to pricing

We aim to keep our **charges**:

- Fair and reasonable
- Cost reflective
- Clear and easy to understand

8.2. What **you** pay for

Your **charges** may include:

- An amount to cover the **charges**
- Any VAT which applies
- Any amount added to recover underpayments, or overdue **charges**
- Any reasonable and proper costs, or **charges**, arising from any damage which **you** may be responsible for
- Any other reasonable and proper costs that **we** can reasonably recover

8.3. How your **charges** are calculated

We work out your **charges** using the costs of:

- Fuel
- Operating and maintaining the **heat network**
- Any heat lost within the system
- Managing and billing your account

If the **supply address** is on a **metered heat network**, your **bill** will usually be based on your actual usage where possible

8.4. How **you** will be charged

You will be charged for your **utility supply** in one of the following ways, depending on your **supply address**, and whether your home is a **non-metered heat network** or a **metered heat network**:

- Via your service charge
If your **supply address** is on a **non-metered heat network**, **you** will be billed via service charge. **You** can find more detail about your service charges in your tenancy agreement.

- Via our **metering and billing agent**
If your **supply address** is on a **metered heat network**, you will be billed for your personal consumption

8.5. Changes to **charges**

We may review and update **charges** from time to time:

- **We** will give **you** at least 31 days' notice.
- **We** will explain what is changing and why.

8.6. No exit fees

You will not be charged any additional fees for:

- Ending your tenancy
- Moving to an **Energy Supply Agreement**

9. **Billing**

9.1. Billing arrangements

You may be billed via:

- Monthly **credit billing**
- **Pay-As-You-Go meter**
- Service charge

9.1.1. If **you** are billed via service charge **you** will receive a service charge schedule which will provide a breakdown of your **charges**. This should be attached to your tenancy agreement.

9.1.2. If **you** are billed via our **metering and billing agent** **you** will receive a monthly **bill**, the **bill** will show:

- The billing date
- The billing period
- The amount due for payment
- The due date for payment
- The ways **you** can pay your **bill**
- The balance on your account
- Details of the **charges**
- Details of how to contact the **metering and billing agent**

Where meter readings are not available, we may estimate usage and will adjust your account when actual readings become available.

9.1.3. If **you** have a **Pay-As-You-Go meter**, **you** will not receive a regular **bill**. **You** can request an account statement from the **metering and billing agent** at any time.

9.2. Back billing

We will:

- Comply with **Ofgem** back billing protections
- Not charge for energy used more than 12 months ago where you were not correctly billed, except where **you** have behaved obstructively

9.3. Moving out

9.3.1. If **you** have provided **us** notice that you are leaving the **supply address** permanently, we will aim to give **you** a final **bill** and statement within 6 weeks of the **utility supply** end date. If **we** cannot issue a final **bill** within 6 weeks, **we** will explain why and issue a final **bill** and statement as soon as possible.

9.3.2. If **you** fail to tell **us** about leaving the property in line with your tenancy agreement or fail to give **us** notice that **you** have sold your property, **we** may continue to charge **you** for providing the **utility supply** to the **supply address**. **You** will be legally responsible for the **charges** at the **supply address** until appropriate notice is given.

10. Payment and debt support

10.1. Payment obligations

You must pay all **charges** by the due date

10.2. If **you** struggle to pay, **we** can support **you**:

- **You** can get in touch with our specially trained Money Advice team who provide free, impartial, and confidential advice.
- **We** can offer **repayment plans**
- **We** can provide support tailored to your circumstances

11. Vulnerable customers

We can support **vulnerable customers** through our **Priority Services Register (PSR)**.

If **you** are vulnerable, **we** can:

- Provide priority support during outages
- Offer enhanced communication and billing support
- Consider your circumstances in **debt** recovery

If **you** are a registered **vulnerable customer**, we will not disconnect the **utility supply**

12. Supply interruptions

12.1. Planned interruptions

We will give **you** at least 48 hours' notice where possible

12.2. **Unplanned interruptions**

We will:

- Inform **you** as soon as possible
- Provide regular updates
- Restore service as promptly as possible

12.3. **Reporting issues**

12.3.1. If there is an **emergency** or a **fault** or an **unplanned interruption** to your **utility supply**, **you** must tell **us** as soon as possible by calling our **customer communications team**.

12.3.2. **We** will discuss your concerns, and if appropriate tell **you** what to do in response to the reported **fault**, **unplanned interruption**, or **emergency**.

12.3.3. Where necessary **we** will arrange for an engineer to visit the **supply address** and provide **you** with a reference number and timescale for the visit. Our target response times are:

- The loss of heat or hot water – within 24 hours
- The loss of heat or hot water, and **you** are a registered **vulnerable customer** – within 4 hours

13. **Access to property**

You must allow safe, reasonable and uninterrupted access to the **supply address** for:

- Any purpose in connection with the **utility supply** including; reading, inspecting, exchanging, installing, isolating, or removing any part of the **primary network**, or if it applies, the **secondary network**
- If we have the right to suspend your **utility supply** under this scheme
- If we wish to recover any part of the **primary network** or other equipment belonging to or used by **us**
- To inspect or test any other equipment or connection used in providing the **utility supply**
- At any time where danger may exist in connection with the **utility supply**
- **Emergency** repairs

We will:

- Provide notice where possible
- Minimise disruption

14. **Complaints and support**

14.1. **Complaints**

If **you** wish to make a **complaint**, you can do this by:

- Calling our **customer communications team** at 0330 100 0272
- Emailing **us** at info@bpha.org.uk

- Completing our online form on the **bpha website** at – www.bpha.org.uk/contactus/compliments-and-complaints/complaints/make-a-complaint/

When **we** receive your **complaint**, **we** will contact **you** within 72 working hours.

Our full **complaints procedure** can be found on the **bpha website**.

14.2. Independent support

If **you** are unhappy with the status or outcome of the **complaint** after 8 weeks, **you** can contact the following independent bodies:

- **Citizens Advice**
- **Energy Ombudsman**

15. Changes to the scheme

We may update this **scheme** where necessary due to:

- Regulatory changes
- Operational requirements

We will provide notice of any changes

16. Suspending the utility supply

16.1. **We** may suspend or cut off the **utility supply** (or any part of the **utility supply**) if:

- You break any of the conditions of this **scheme** (including failing to pay the **charges**)
- **We** have reason to believe that **you** or any person has tried to use the **utility supply** without authorisation, steal or unlawfully take the **utility supply**
- **We** have reason to believe that **you** or any other person has, or has tried, to tamper with the **heat meter, Pay-As-You-Go meter, or HIU**
- **We** have reason to believe there may be a danger to life or property
- Any other circumstances exist that are beyond **our** control, and which prevent **us** from providing the **utility supply** to **you**, or where it is not reasonable for **us** to provide **you** with the **utility supply**

16.2. Following a **final demand letter**, if **we** find that **you** are unable or unwilling to enter into a **repayment plan**, we may consider moving you onto a **Pay-As-You-Go meter** to avoid further **debt** increase.

16.3. If **we** suspend or cut off the **utility supply**, **we** will still have all **our** rights against **you**, and **you** must allow us or our staff, agents, or subcontractor to enter the **supply address** to alter, remove, or reconfigure any equipment if we need to do so.

16.4. If **we** consider it necessary, **we** may take any action **we** consider appropriate including but not limited to:

- Taking action to suspend the **utility supply** to the **supply address**

- Taking court action to recover outstanding **charges** and other costs

17. Other Useful Information

- **We** regularly post news articles on the **bpha website** that provide updates on **our** utilities procurement.
- **Consumers** can find information about how **we** manage **heat networks** on **our** website.
- **Consumers** can find energy efficiency advice and guidance on **heat network regulation** on **Ofgem's** website.
- **Citizens Advice** are the statutory advocate and advice partner for **heat network** customers in England and Wales. **You** can contact an advisor on 0808 223 1133.
- The **Energy Ombudsman** can accept disputes relating to all **heat networks** which the **consumer** became aware of on or after 1st April 2025. **You** can contact them on 0330 440 1624.