

**Unify Energy Limited**  
**Commercial Supply Agreement**  
**Terms and Conditions**

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## 1 Introduction

- 1.1 These terms and conditions (**Terms and Conditions**) are between **us**, Unify and **you**, our customer and apply if you have a fiscal meter.
- 1.2 The Terms and Conditions are supplemental to the agreement entered between you and us for the purpose of the Supply and the Additional Services (**Supply Agreement**).
- 1.3 The Terms and Conditions and the Supply Agreement form your supply contract with us (**Supply Contract**).
- 1.4 In the event of any conflict between the provisions of the Supply Agreement and the Terms and Conditions, the provisions of the Supply Agreement shall prevail.
- 1.5 Any reference to the word **energy** in the Terms and Conditions means gas or electricity (as applicable) which you have asked us to supply to you and which we have agreed to supply, in accordance with the Supply Contract.
- 1.6 You and Unify will enter into a separate Supply Contract in respect of each account under which you receive energy from us. If you wish to include additional Premises under this Supply Contract after the Relevant Date, the provision of the Supply and/or the Additional Services shall be subject to the Terms and Conditions as applicable from time to time.
- 1.7 Please read the Terms and Conditions carefully so that you fully understand your and our commitments and responsibilities.
- 1.8 Unless we have agreed otherwise in writing with you, the Terms and Conditions do not apply to:
  - (a) the supply of energy to Unmetered Premises; or
  - (b) the supply of energy to any premises where the metering arrangements are not compatible with our billing system.
- 1.9 If you are not sure which Profile Class your meter is in, please email us at [hello@unifyenergy.co.uk](mailto:hello@unifyenergy.co.uk) or call 0330 058 058.

## 2 Definitions and Interpretation

- 2.1 Unless otherwise specified, words or phrases used in these Terms and Conditions have the same meaning as is given in the Electricity Act 1989 or the Gas Act 1986 (as applicable to you) or in our electricity or gas supply licence.
- 2.2 The following words and expressions shall have the following meanings:

**Applicable Law** means any applicable law, statute, instrument, bye-law, regulation, order, regulatory policy, guidance, standard, code, approved document, rule (including any rule of court), directives or requirements of the UK Parliament, any of its devolved administrations, or other statutory / regulatory / legislative authority or body

**Additional Services** means the services provided to you by us in addition to and/or ancillary to the Supply, including meter installation, surveys, usage and consumption reporting services, and added value services, including environmental, social, corporate governance and renewable energy advice and guidance

**Bill** means an invoice or bill that informs you of the amount of money you owe us and which includes a breakdown of our charges

**Climate Change Levy** means the tax referred to in Schedule 6 of the Finance Act 2000, as amended

**Data Privacy Laws** means all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals and all laws implementing them, in each case as may be replaced, extended or amended, including, without limitation, UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as well as all applicable formal or informal guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of the ICO and / or relevant industry body, in each case in any relevant jurisdiction

**Deemed Premises** means Premises to which clause 4 applies

**Directed Utility** means a directed utility as described in paragraph 151(1) of Schedule 6 of the Finance Act 2000

**Distribution System** means the distribution system owned by the Local Distributor

**Due Date** means the date by which you must pay the amounts specified in your Bill or other statement setting out amounts which you owe us. If such date is not specified in your Bill or other statement, then the Due Date shall be 14 days from the date of your Bill or statement

**Early Termination Fee** means a payment made by you where the Supply Contract is terminated before the end of your Fixed Term Period and this payment is calculated in accordance with clause 16.2

**Fixed Term Period** means the length of time during which your Prices are fixed as agreed between you and us, beginning on the Relevant Date

**Local Distributor** means, in respect of any Premises receiving a Supply from us, the company licensed as either an electricity distributor or gas transporter (as applicable) and which owns or operates the Distribution System through which energy is delivered to the Premises, or to any Private Network which connects to the Premises. The Local Distributor may also own the meter and any associated metering equipment which is used to measure the Supply to the Premises

**Local Metering Point Administration Service** means the service that keeps an electronic register of premises connected to your Local Distributor's Distribution System and of the suppliers responsible for supplying the Premises

**Micro Business** means a company which meets one of the following criteria: it consumes less than 293,000 kWh of gas a year, or consumes less than 100,000 kWh of electricity a

year, or has fewer than ten employees (or their full-time equivalent) and an annual turnover or annual balance sheet total of not more than €2million

**Ombudsman Services** means the independent body approved by Ofgem to investigate complaints. Visit: [www.ombudsman-services.org](http://www.ombudsman-services.org)

**Out of Contract Prices** means the price that you will pay for your Supply in accordance with clause 4, if you provide us with notice that you wish to leave us and the provisions of clause 15.1(c) apply or if you are placed Out of Contract Prices under clause 12.2(g) or clause 15.2. The prices for both gas and electricity are available on our website; please note that these Out of Contract Prices may be higher than your existing Prices or those quoted in your Statement of Renewal Terms

**Premises** means any part of any land, building or structure in respect of which that you wish to be supplied under the Supply Contract and at which the Supply is used wholly or mainly for business purposes

**Price** means the fees payable with respect to the Supply and the Additional Services applicable from the Relevant Date as set out in the Supply Agreement, updated periodically and provided through the Statement of Renewal Terms (to apply from each Price Review Date)

**Price Review Date** means the last day of your Fixed Term Period and every subsequent anniversary of that date after which prices may change as notified to you in your Statement of Renewal Terms

**Private Network** means a private distribution system operated or controlled by a Private Network Operator

**Private Network Operator** means a person who is distributing energy for the purpose of giving a supply of energy or enabling a supply to be given, and who is authorised to do so by an exemption from the requirement to hold a distribution or transportation licence (as applicable)

**Profile Class** is a specific group of customers categorised according to the profile of their expected energy consumption pattern

**Related Meters** means two or more meters that supply the same customer and are located at the same (or any part of the same) Premises

**Relevant Date** has the meaning given to it in clause 3.7

**Security Deposit** means a sum of money we may ask you for at any point which we will return in full, with interest, provided that we have no reason to deduct any amount from the initial sum given

**Smart Meter** means the meter and equipment we can use to measure how much gas or electricity (or both) you are using, without having to visit the Premises and you can also see how much gas or electricity you are using

**Statement of Renewal Terms** means a statement sent to you approximately 10 weeks before the Price Review Date, and containing all the key terms that will apply after the Price Review Date, including your revised Prices

**Supplier Transfer** means, in relation to any Premises at which another electricity and/or gas supplier is supplying energy (of the same kind as the energy that is the subject of your contract with us) on the day after the date on which the Supply Contract is agreed, the transfer of responsibility for that supply from that supplier to us

**Supply** means the supply of gas or electricity being supplied under the Supply Contract

**Supply Agreement** has the meaning given to it in clause 1.2

**Supply Contract** has the meaning given to it in clause 1.3

**Supply Start Date** means the date we aim to start providing the Supply

**TPI** means a third party intermediary instructed by you to act on your behalf, including but not limited to, an energy broker, managing agent or consultant

**UK GDPR** means the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) (UK GDPR), as it applies in the UK from 1 January 2021

**Unify** means Unify Energy Limited a company registered in England and Wales with company number 09523118 and registered office at Union, Albert Square, Manchester M2 6LW

**Unit** or **kWh** (and either may be referred to throughout this document) refers to the standard used to measure energy consumption

**Unmetered Premises** means Premises connected to the Local Distributor's Distribution System or a Private Network and receiving energy, but not through a meter to record the energy consumption.

**VAT** means value added tax as described in the Value Added Tax Act 1994

**Working Day** means any day other than a Saturday, a Sunday or any day designated as a bank holiday in England.

### 3 **Supply Contract**

3.1 You must sign the Supply Agreement and return it to us (by hand, post, or by email). The Supply Contract is agreed when we confirm the receipt of the Supply Agreement signed by you, and from that point each of our rights and responsibilities under the Supply Contract will come into effect.

3.2 We may carry out checks of your credit history and decide that the product, price and payment arrangements you have chosen under the Terms and Conditions are not suitable for your circumstances or are not available for your current meter configuration. This might happen even after the Supply Contract has been agreed. If your credit standing is unacceptable to us,

we may refuse to enter into the Supply Contract with you, in which case the Premises will be treated as Deemed Premises and clause 4 will apply.

- 3.3 Where clause 3.2 applies, we may contact you and try our best to resolve any issue. However, this may mean that we will have to provide the Supply to you in a different way. For example, if your meter type is not compatible with the product you have selected, we may have to arrange for a different type of meter to be fitted or we may have to ask you for a Security Deposit. If we cannot resolve these problems raised by the credit check, we will tell you and the Supply Contract will end automatically on the date we tell you. This clause 3.3 is without prejudice to our rights under clause 3.6.
- 3.4 Please email us on [hello@unifyenergy.co.uk](mailto:hello@unifyenergy.co.uk) or call us on 0330 058 058 to find out which credit reference agency we have used and their contact details if you do not agree with your credit rating. We may change the credit agencies we use from time to time.
- 3.5 We will tell you the Supply Start Date. We cannot guarantee that the Supply Start Date will be on the date you requested the Supply to start.
- 3.6 If we enter into the Supply Contract with you, but we cannot Supply you because you have another supplier or we are unable to become your registered supplier for any reason which is out of our control, then an administration charge of £250 might become payable by you.
- 3.7 If, on the day after the date that the Supply Contract is agreed (**Relevant Date**), the Premises are being supplied by another energy supplier (**Previous Supplier**), the Supply Start Date will be within 21 days of the Relevant Date unless:
- (a) you request that the Supply Start Date is a later date;
  - (b) you notify us that you do not wish the Supplier Transfer to take place; or
  - (c) one or more of the conditions in clause 3.9 applies.
- 3.8 Clause 3.7 does not affect your obligation to give us notice to terminate your contract in accordance with clause 15.1 or our right to charge you an Early Termination Fee, where applicable.
- 3.9 The conditions in this clause are that, on or after the Relevant Date:
- (a) you have a contract with another supplier for supplying the same type of energy at the Premises;
  - (b) your previous supplier has prevented us from completing the Supplier Transfer because it has raised an objection to the Supplier Transfer;
  - (c) we do not have all the information we require in order to complete the Supplier Transfer, despite having taken all reasonable steps to obtain the missing information from you; and we cannot readily obtain that information from another source;
  - (d) you are taking a supply of energy through a Private Network and we are unable to start the Supply because:

- (i) a connection between the Premises and the Private Network, or the Private Network and another relevant distribution system, has not yet been made; or
    - (ii) a metering arrangement which is required in order for us to access the Private Network is not in place; or
  - (e) we are prevented from completing the Supplier Transfer due to any other circumstance which is outside our control and which we have taken all reasonably practicable steps to resolve.
- 3.10 Subject to clause 3.6, where a condition in clause 3.9 applies, we will complete the Supplier Transfer as soon as is reasonably practicable and in any event within 21 days following the date on which the relevant condition ceases to apply (or if more than one condition applies, when all relevant conditions cease to apply).
- 3.11 We shall not be obliged to provide the Supply and/or the Additional Services to you in any circumstances where we are unable to do so for any reason that is beyond our control, including as a result of any action or inaction of another supplier, distributor (including the Local Distributor and any Private Network Operator), transporter or shipper and we shall not be liable for any loss or costs resulting from such failure to provide the Supply and/or the Additional Services.
- 4 Deemed contracts**
- 4.1 You and we will agree Supply Contract details for each Premises that we supply. If we do not agree contract details for any Premises in respect of which you ask us to provide the Supply, these sites will be supplied under a deemed contract and the terms of this clause 4 will apply.
- 4.2 Premises which are covered under the Supply Contract in the circumstances described in clause 4.1 are Deemed Premises. This contract will apply to Deemed Premises until:
- (a) you enter into a Fixed Term Period Supply Contract with us to cover the Deemed Premises;
  - (b) if you already have a Fixed Term Period Supply Contract with us, you agree contract details with us for the Deemed Premises;
  - (c) you have changed supplier for the Deemed Premises.
- 4.3 We can change the contract terms (including these Terms and Conditions, our prices, conditions, payment methods and other charges) for any Deemed Premises. We will tell you about these changes by giving you 30 days' notice of such changes, and which may include referring you to our website for further details.
- 4.4 If you have Deemed Premises, you do not have to give us notice but if you want to end the Supply Contract, the new supplier must still register the Premises successfully. You must pay all charges relating to the Supply until the new supplier takes over your supply.
- 4.5 Out of Contract Prices shall apply to any Premises supplied under this clause 4. This applies even if no energy is used at the Premises as you are responsible for paying us for any charges applicable to making the Supply available to the Premises. The Out of Contract



Prices will apply to such Deemed Premises in accordance with this clause 4 from the date that:

- (a) you move into or take responsibility for the Premises; or
- (b) Ofgem has appointed us as your supplier, and you have not agreed contract details with us.

4.6 If you appoint a new supplier in respect of the Premises, the new supplier must still register the Premises successfully. You must pay us for all costs and charges in respect of the relevant Premises until the new supplier takes over your supply.

## 5 **Your responsibilities**

5.1 You agree that:

- (a) you are the owner or the occupier of the Premises (or will be on the date that you want the Supply Contract to start) and that the Premises are currently connected to the Local Distributor's Distribution System (either directly or through a Private Network);
- (b) you are responsible for all pipes, equipment, wires and cables, and all other fittings used in connection with the Supply and the Additional Services on your side of any electricity or gas meter (your side of the meter starts at the point at which energy leaves your meter after the meter has measured it). You agree that you will maintain all pipes, equipment, wires and cables, and all other fittings that belong to you and keep them in good working order and in a safe condition at all times; and
- (c) the Local Distributor's Distribution System (either directly or through the Private Network) will deliver the Supply.

5.2 You agree to pay any of our charges due under the Supply Contract.

5.3 You agree that, so long as we are registered with the Local Distributor as the supplier responsible for the Supply to the Premises (or to any Private Network), energy passing through your meter (or meters) or supplied to the Premises will be treated as having been supplied under the Supply Contract, even if you have a contract for the supply of that type of energy to the Premises with any other person and you will be responsible for any charges in connection with the Supply in any event.

## 6 **Additional Services**

6.1 We will agree with you the scope of any Additional Services requested by you under the Supply Contract and we will provide you with up to date Prices in respect of any such Additional Services.

6.2 Our ability to provide the Additional Services to you is contingent upon:

- (a) us being able to Supply you;

- (b) you ensuring that we have the necessary access rights in respect of the Premises; and
- (c) you complying with your obligations under the Supply Contract.

## 7 Access to the Premises and meters

- 7.1 You confirm that you are legally able to and will give us full access to the Premises and any relevant meter whenever we require access in connection with the Supply and/or the Additional Services (including agreeing to us gaining remote access to any metering equipment) in accordance with the Supply Contract.
- 7.2 You agree to allow the Local Distributor and us (and our relevant employees, agents and subcontractors) to have safe, full and free access to the Premises, any Private Network and metering equipment, wires and cables, and all other fittings that we use in connection with the Supply and/or the Additional Services in the following circumstances:
- (a) at any time if there is a possibility that somebody's life or safety is in danger, or if there is a possibility of damage to property, or if we or the Local Distributor are entering the Premises, as applicable under any Applicable Law, including those relating to the delivery or supply of energy;
  - (b) at all reasonable times if we or the Local Distributor need to install, maintain, inspect, test or replace any lines, pipes, wires or cables and all other equipment connected with delivering or measuring energy; and
  - (c) at all reasonable times if we or the Local Distributor need to install, maintain, test, remove, replace or read any energy meter or associated metering equipment.
- 7.3 If there are any obstructions that prevent us (or any of our agents or contractors) from gaining access to the Premises and lines, pipes, wires and cables and all other equipment used in connection with the Supply and/or the Additional Services, you are responsible for removing the obstruction, and you are responsible for the cost of doing this and we shall not be responsible for any delay or interruption in the delivery of the Supply and/or the Additional Services resulting from your failure to remove the obstruction (and we will resume the delivery of the Supply and/or the Additional Services once you provide us with an unobstructed access).
- 7.4 You confirm that the Premises have, and you are authorised to use, metering equipment that can provide the information we need to provide the Supply and/or the Additional Services. If you own the metering equipment at the Premises, you confirm that the metering equipment complies with relevant industry standards as to safety, accuracy and reliability.
- 7.5 If you are not sure whether the metering equipment installed in the Premises is safe, accurate or reliable, you should contact us.
- 7.6 If the Premises are not equipped with metering equipment which works with our systems, we may replace your product with one that we think is appropriate for your meter or you may need to replace the relevant meter (we may charge you for this). This may mean we will need

to change the Price we charge in connection with the Supply and/or the Additional Services we charge in connection with the Supply.

- 7.7 Where clause 7.6 applies and we cannot replace the meter at the Premises, this may mean that your Supply Contract will end automatically on the date we notify you. We may also charge you if we have to end your Supply Contract for this reason.
- 7.8 You must make sure all metering equipment (whether it belongs to us or another person) on or at the Premises is not lost, stolen or damaged. You agree that we may recover from you any costs we may have to pay (either directly or indirectly) in replacing or repairing lost, stolen or damaged metering equipment (this includes call-out charges) unless the loss or damage is caused by fair wear and tear or because of something that we have done or failed to do.
- 7.9 We will not be responsible for any fault or for something that happens because of a fault in or relating to a meter or other fitting that we do not own or that has not been provided on our behalf.
- 7.10 Where we have provided the Premises with a meter, and you consider there to be a fault with the metering equipment, you may ask us to test it. If the metering equipment is found not to be faulty, we may charge you the reasonable costs we incur in carrying out the inspection. Where we find a fault in the metering equipment, we will repair or replace the equipment at our own cost.
- 7.11 If the Supply Contract ends, we may remove from the Premises any meter we own or lease. We may also ask our officers, employees, agents or contractors to enter the Premises to remove a meter for us. We will not do this if another supplier agrees, before the end date of the Supply Contract, to buy or take over that meter on condition that we receive appropriate compensation for the value of the meter.
- 7.12 If the Premises are fitted with a Smart Meter that we can read without coming to the Premises, you agree that:
- (a) it must not be removed from the Premises without our permission;
  - (b) we may use it to remotely monitor the energy used at the Premises;
  - (c) we may remotely repair and update it or disconnect or reconnect the Supply (or both); and
  - (d) subject to clause 7.13 we may use information from it to work out your bill, offer you appropriate tariffs and other products and for any other purposes in line with the information policy.
- 7.13 If you are a Micro Business customer, we will only use information from the Smart Meter relating to a period of one month or more to work out your bill or for any of the purposes listed in clause 7.12 above. If we need to obtain information from the Smart Meter which relates to a period of less than one month, we will seek to obtain your consent before doing so.
- 7.14 We will always endeavour to give you access to automatic meter reading data or the Smart Meter data, if applicable for the Premises. If at the Supply Start Date we are unable to provide

such data to you, we may need to swap your existing meter in order to facilitate that (and we may apply additional charges for that under clause 8.6(h)).

## 8 Prices and charges

8.1 When you enter into the Supply Contract we will give you written details of the initial Prices. These form part of the Supply Contract. We may change these prices from time to time in line with the Terms and Conditions.

8.2 Prior to the annual Price Review Date we will only increase the Prices we have agreed with you (which you will be advised of when you first enter into the Supply Contract and in each subsequent Statement of Renewal Terms) applicable to the Supply Contract if either:

- (a) you have failed to comply with the Supply Contract in any way; or
- (b) any obligation or cost imposed on us in connection with processing, distributing, transporting, selling or supplying energy is increased, or any change is made to the methodology used for calculating such costs, or a new obligation or cost is introduced, and that increase or new cost or obligation directly affects our costs of providing the Supply and/or the Additional Services or of otherwise complying with our obligations under the Supply Contract.

8.3 We will send you a Statement of Renewal Terms approximately 10 weeks before the Price Review Date, to let you know your revised Prices. If you accept these revised Prices then you do not need to do anything. Once your existing Price Review Date passes, the revised Prices will apply until the next Price Review Date, unless you leave us in accordance with clause 16.1.

8.4 Subject to clause 15.1(c), if you are in a Fixed Term Period and would like to leave us before your revised Prices take effect you must let us know at least 30 days prior to your Price Review Date. You will then be free to leave us immediately after your Price Review Date, provided you have no outstanding debt on your account and none of the provisions of clause 20.2 apply. If you provide us with notice less than 30 days prior to the Price Review Date, we will issue bills in accordance with the revised Prices after the Price Review Date until the required 30-day notice period has expired. You can give notice phoning 0330 058 0580 or in writing to [billing@unifyenergy.co.uk](mailto:billing@unifyenergy.co.uk).

8.5 If you change your payment method, or if any information you have provided to us and which we have relied upon to agree the Supply Contract and/or Price with you turns out to be incorrect, we reserve the right to immediately change the charges to reflect any additional costs and/or risks to us. We may carry out checks on the accuracy of the information we hold and conduct periodic contract audits throughout the term of the Supply Contract.

8.6 We can apply additional costs and charges to your account, including, but not limited to:

- (a) our reasonable costs that we incur when we try to recover money you owe us, including reasonable administration and third party costs, reasonable legal costs and/or our reasonable costs where an attempted payment with an agreed payment method fails;

- (b) our reasonable costs of stopping, disconnecting or reconnecting the Supply;
- (c) costs we incur in supplying the Supply and/or the Additional Services to the extent that these costs are not already included in the Prices applicable to the Supply Contract. These costs include, but are not limited to, excess capacity charges, excess reactive power charges, and supply point ratchet charges;
- (d) our reasonable costs if you materially breach any of the terms of the Supply Contract (including administration costs and costs that we have to pay for coming to your site);
- (e) our reasonable costs if you fail to keep an agreed appointment with us or our agents at a site;
- (f) our reasonable costs if you interfere with your meter or Smart Meter, or if you steal energy, including any costs incurred if we have to take appropriate action accordingly to remedy the situation;
- (g) charges for meters, Smart Meters or metering equipment and agent charges relating to meter reading, data collection and data processing, where these charges are not already included in the Prices set out Supply Contract;
- (h) our costs for providing the Additional Services, including the installation of Smart Meters under clause 7.14 which we provide out of our opening hours (as notified in clause 29);
- (i) our reasonable costs if you prevent us or our agents from reading or working on any relevant meter or Smart Meters, and/or costs for reading any meter when you ask us, if this is more often than the normal meter reading schedule or industry agreement requirement;
- (j) our costs for any extra services which you ask us to provide, including (for example only) our costs of making and sending copies of any documents we have already made available to you in any format or online, or carrying out transactions which you could do online;
- (k) our reasonable costs to reflect any change in the Applicable Law or industry agreements, or a material change in methodology of how such costs are calculated;
- (l) costs under any industry agreements that could not have been reasonably expected or foreseen by us;
- (m) any costs we incur as a result of you appointing a TPI and their resulting actions, omissions or negligence;
- (n) any costs we incur if you the change in the way you pay (in particular, if you have agreed to pay by Direct Debit but then you do not do so or your Direct Debit stops or is cancelled, for whatever reason (until you clear any outstanding balance, if applicable, and reinstate your Direct Debit). We may also have to change any energy meter or associated metering equipment, we may charge you to cover these costs. In

certain circumstances, we also may ask you to pay a Security Deposit (see clause 10 for more details);

- (o) any amounts that, by law, we have to include in your bills (for example, if the Government introduced a scheme for customers to pay for energy efficiency measures through their energy bills);
- (p) our reasonable administration costs if you require a material change to your account set up. You will be advised at the time of your request (and prior to proceeding) if the change is material and what the costs involved will be. If you agree to the costs the change will be made as soon as is reasonable practicable and the costs added to the next month's bill following completion of such changes; and
- (q) any other charges specified in the Supply Contract.

8.7 We can also change the Prices or charge you extra to reflect all additional costs we incur on your behalf if you make changes to your meter or Supply, including but not limited to increases to capacity.

8.8 If your meter also supplies other addresses that you do not own or use or if you are one of multiple owners, occupiers or consumers at the Premises or Deemed Premises, you will be responsible jointly and severally for paying us for all the energy that is used at the other addresses.

## 9 **Security Deposit**

9.1 In some circumstances, we may ask you to pay a Security Deposit. If we ask you to pay this, we will explain the procedure when we contact you. We may ask you to pay a Security Deposit at the start of, or any time during, the Supply Contract.

9.2 Unless it is reasonable for us to keep a Security Deposit for a longer period, we will give you the Security Deposit back after a year, provided that a good payment history has been established and proven.

9.3 When we repay a Security Deposit, we may take from it any money that you owe us for the Supply.

9.4 Failure to pay a Security Deposit within 14 days of the date you receive our request under clause 9.1 will be deemed to be a material breach of the Supply Contract.

## 10 **Provision of a Bill**

10.1 We will provide you with a Bill (which will show you a breakdown of our charges) each month based on valid meter readings but we may send you a Bill or another statement setting out amounts you owe us in line with your agreed Prices at any time.

10.2 If you do not give us a valid meter reading that has been taken immediately before the Supply Start Date, we may estimate the amount of energy Supplied to the Premises from the Supply Start Date until we first read your meter or when the Supply Contract ends (whichever is first).

We may use that estimate as the basis for working out the charges you should pay for energy supplied during that time.

- 10.3 You must pay the amount specified on your Bill or statement, including where this is based on an estimate of your energy consumption.
- 10.4 If we discover that any statement or Bill we have sent to you has been based on information that is not accurate or complete, we will make any necessary adjustments and, if necessary, send you a new statement or Bill as soon as we can.

## 11 **Challenging a Bill**

11.1 If you disagree with any amount we have charged, you must contact us immediately to give us your own meter reading or to arrange for us to read your meter. We will only investigate your dispute if you agree to:

- (a) provide us with any information in writing which supports your view that there is a genuine and substantial dispute including: account number, MPAN/MPRN, Bill number, dates involved, full details of the issue, site address, new tenant/occupier details if applicable, and a photograph of the meter (if applicable); and
- (b) cooperate fully with us, and comply with all reasonable requests from us for any further information or documentation to be provided, to assist in the resolution of the issue(s) within reasonable timescales.

11.2 If you do not comply with clause 11.1(a) above within five Working Days of raising the dispute with us, the matter will be closed and marked as resolved and all amounts outstanding and overdue at that time will be subject to additional charges including interest in accordance with clause 13.2

11.3 Without prejudice to clause 11.1, if you disagree with any amount we have charged you:

- (a) you must pay us 75% of the full amount of the Bill or the undisputed amount (whichever is higher) and you must continue to pay any undisputed Bills.
- (b) if we agree that we have charged you too much and that we owe you money, we will credit that money to your supply account or reimburse you as soon as we can, unless your account has been closed in which case we will send you a cheque or BACS payment; and
- (c) if after having fully reviewed your Bill and the information you have provided to us, we believe that you owe us money, we will tell you in writing. You must pay us the outstanding debt within 10 days from the date we tell you of our decision, even if we raise a new Bill for the outstanding amount which shows a different payment due date. We may charge you any additional charges in accordance with clause 12.2 for any amount you disputed in the original Bill and did not pay by the due date. If you still disagree with our decision that you owe us money, clause 21 sets out the complaints procedure you should follow.

## 12 **Payment (including late payment)**

- 12.1 You agree to pay the charges arising under the Supply Contract, including without limitation the charges listed in clause 8 and under any extra conditions we have agreed with you from time to time (and which we include as part of the Supply and/or the Additional Services) by the Due Date and by way of Direct Debit. If you would prefer to arrange for a different form of payment, this will require our prior approval before the Supply Start Date.
- 12.2 If you pay us later than the Due Date, we have the right to:
- (a) charge you any applicable charges set out in clause 8;
  - (b) charge you interest on the amount you owe us, which will be worked out at an annual rate of 8% above the base lending rate of the Bank of England from time to time. We will apply this interest rate to the amount you owe us from the Due Date to the date we receive your payment in full;
  - (c) charge you an administration fee of up to £30 plus VAT;
  - (d) cancel your Supply Contract in accordance with clause 15.2;
  - (e) require you to pay a Security Deposit under clause 9;
  - (f) require you to provide any other form of security; or
  - (g) put you on our Out of Contract Prices which are published on our website. If we do this then the Supply Contract will continue to apply, but the energy cost applicable to the Supply Contract may change.
- 12.3 Without prejudice to any other rights we may have under the Supply Contract, if there is debt on your account, we will stop you from switching suppliers until the debt is paid in full. This clause 12.3 shall not apply to a Deemed Premises.
- 12.4 If at any time you owe us any amounts in respect of any Bill and you issue us with a payment that does not cover the relevant charges in full, then you should advise us in writing at the time of making such payment which debt you would like us to credit it against. Where you do not specify which debt you would like your payment to be credited against, we have the right to apply that payment to whichever debt we consider to be most appropriate.
- 12.5 It is your responsibility to pay your Bills and any charges or interest which have been applied to your account, even if you have notified us in writing that you have appointed a managing agent to do this on your behalf. We reserve the right to communicate with and take appropriate action against you directly in the event your managing agent has failed to pay a bill as expected.
- 12.6 If you are having difficulties paying, we may discuss your payment arrangements with you and try to help you, in line with our codes of practice. But we can only do this if you contact us to let us know. If at any time you owe us any outstanding charges and you issue us with a payment that does not cover these charges in full, then you should advise us in writing at the time of making such payment which debt you would like us to credit it against. Where you do not specify which debt you would like your payment to be credited against, we have the right to apply that payment to whichever debt we consider to be most appropriate. For example, we



may decide to apply the payment against those charges which have been outstanding for the longest period.

### **13 Our right to offset**

13.1 We may use any Security Deposit you have paid to us to pay overdue Bills.

13.2 We have the right to offset any credits or debts you may have in connection with the Supply and/or the Additional Services against any other credits or debts you have in connection with any other goods or services we may supply to you. For example, if your gas account is in credit, we can use that credit to pay off a debt on your electricity account.

13.3 Notwithstanding clause 13.2, in the event that the supply of energy to the Premises is temporarily interrupted we will pass on any relevant compensation payments we receive from any third party as a result of such temporary supply interruption.

### **14 Changes to the Supply Contract**

14.1 We are entitled to change Supply Contract from time to time (this includes the Terms and Conditions, the right for us to change your product or the way you pay and how often you pay) including (but not limited to) when:

(a) if you ask for any service that the Local Distributor does not provide as a standard service, or if you cause them to run up costs beyond those they would normally run up in carrying out their responsibilities as an electricity distributor or gas transporter, we may charge you any reasonable costs we have to pay as a result;

(b) if you owe your previous supplier money for the energy they supplied to you at the Premises, or you owe money to us or one of our group companies for electricity or gas (or both) supplied to you, we may take over the right to collect that money. You agree that we will be entitled to collect the amount you owe (plus our reasonable costs of collection) within a reasonable time; and

(c) if the way you agreed to pay for your energy has special conditions relating to it (for example, you have specific terms relating to payment). Such special conditions form part of the Supply Contract. We will send details of these special conditions to you separately where they apply to you.

14.2 Taxes, duties or levies (including VAT) are payable in addition to energy costs. The rates of taxes, duties and levies may be increased during the term of the Supply Contract and new taxes, duties and levies may be introduced. Any taxes, duties or levies will also apply to the costs of processing, distributing, transporting, selling or supplying energy, whether we pay these taxes and other charges direct or refund someone else who is responsible for making the payments (such as the Local Distributor).

### **15 Ending the Supply Contract**

#### **15.1 Your right to end the Supply Contract**

(a) You can end the Supply Contract in any of the following ways:

- (i) if you stop owning or renting the Premises or if you, you can give us notice to end the Supply Contract from the date the relevant event is due to occur. However, you must give us at least 30 days' notice of this. If you do not give us enough notice, the Supply Contract will end on the 30th day after you have given us notice or the date on which the new owner or occupier of the Premises starts receiving a supply from us under a contract for the Premises. You will not be responsible for paying any charges which are paid by any new owner or occupier; or
  - (ii) if you give us no less than 30 days' notice to end the Supply Contract by writing to [billing@unifyenergy.co.uk](mailto:billing@unifyenergy.co.uk), provided that such notice is to take effect after the expiry of your Fixed Term Period.
- (b) When we have received proper notice under clause 15.1, we will prepare a final Bill for you, setting out all outstanding charges that you owe us. We may need to get a final meter reading for this (if this is the case, clause 8.6(g) will apply).
- (c) If you give notice to end the Supply Contract in line with clause 15.1(a) above but another supplier does not start supplying the Premises within 30 days of the expiry of your notice of termination, the Supply Contract with us for the supply of energy will remain in full force and effect. Your energy will continue to be supplied to the Premises by us on the existing Terms and Conditions, except that 30 days after the expiry of the notice of termination:
  - (i) the charges that you pay for your energy supply will be amended and you will instead be charged our Out of Contract Prices for the energy consumed at the Premises until such time as your relevant energy supply is taken over by another supplier, or you enter into a new contract with us for the supply of such energy to the Premises which replaces this agreement. Our latest Out of Contract Prices for each type of energy that are applicable at any particular time will be published on our website; and
  - (ii) where you are being supplied under our Out of Contract Prices, we will not raise an objection unless any of the circumstances in clause 20.2 apply to the event that a new supplier makes an application to supply the Premises.
- (d) If you do not give us proper notice under clause 15.1, the Supply Contract will remain in force in line with these Terms and Conditions and you will continue to be legally responsible for all charges under the Supply Contract until it properly comes to an end.

## **15.2 Our right to end the Supply Contract**

- (a) We may end the Supply Contract immediately and arrange for the Supply to the Premises to be disconnected (or else suspend the Supply Contract and/or place you onto our Out of Contract Prices, in which case the Supply Contract will continue in full force and effect), should any of the following circumstances apply:
  - (i) clause 12.2(d) applies;

- (ii) you commit a material breach, or repeatedly breach the terms of, the Supply Contract;
- (i) your payment arrangements or payment method changes without our prior approval;
- (ii) if we believe your meter or Smart Meter is not set up adequately (including when you have provided your own meter or Smart Meter or we have not been able to read it, or we believe the metering equipment is being interfered with);
- (iii) you repeatedly deny us or our metering agent access to the meter or Smart Meter in accordance with clause 7.1;
- (iv) we need to test emergency or safety procedures;
- (v) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business, or where we reasonably believe there is a risk of these things happening;
- (vi) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Supply Contract has been placed in jeopardy;
- (vii) you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, or where we reasonably believe there is a risk of these things happening;
- (viii) any charges for the Supply and/or Additional Services that are incurred after entering into administration or voluntary arrangement are not paid within a period of 14 days from the date such charges are due;
- (ix) you threaten to stop paying your debts;
- (x) Ofgem directs another supplier, instead of us, to supply the Premises;
- (xi) your Supply must be cut off under any of the industry arrangements which we have to comply with;
- (xii) for reasons beyond our control (which for the avoidance of doubt shall include where the Local Distributor or our suppliers have done something they should not have done or have failed to do something they should have done);
- (xiii) your Local Distributor (or the Private Network Operator, as the case may be) asks us to stop supplying your Premises;
- (xiv) there is a risk of danger to the public if the supply is continued;

- (xv) you no longer own or occupy the Premises; or
- (xvi) we are no longer licensed or otherwise authorised to supply the Premises.

- (b) If we or your Local Distributor ask you to stop using gas at the Premises because of safety concerns relating to the transportation of gas through the pipeline system, you must immediately take all possible steps avoid using gas from that moment, until we or the Local Distributor have advised you that it is safe to resume normal use.
- (c) If we have the right to stop supplying the Premises with energy under the Terms and Conditions, we may ask someone else to take action on our behalf.
- (d) If we end the Supply Contract, this will not affect any rights and responsibilities which either you or we had before the date the Supply Contract ended or which are stated in the Supply Contract to start from, or to continue to apply after, that date.

15.3 Your Supply Contract will also terminate automatically if clause 3.3 and/or clause 7.7 applies.

## 16 **Early Termination Fee**

**16.1** If you try to change your supplier prior to the end of the Fixed Term Period, we may, in addition to our other rights, charge you an Early Termination Fee.

**16.2** The Early Termination Fee is worked out by applying a charge per kWh to your estimated annual consumption in our system. This is then multiplied by your agreed Fixed Term Period (whole years). The charge applied to each unit of estimated consumption during this period will vary depending on the overall length of the Fixed Term Period in the Supply Contract.

**16.3** The Early Termination Fee will become due on the date we receive notice of your new supplier's application to supply the Premises.

**16.4** This clause 16 applies only to Fixed Term Period contracts and not our Deemed Premises product.

## 17 **Payment of final Bill**

**17.1** When the Supply Contract comes to an end (regardless of the reason), we will prepare a final Bill for you, setting out all outstanding charges that you owe us. We may need to get a final meter reading for this (if this is the case, clause 8.6(g) will apply).

**17.2** When the Supply Contract ends, you must pay our final Bill within 14 days of the date on it. Failure to do so will be deemed a material breach of the Supply Contract.

**17.3** We may ask you to pay any reasonable extra administration charges that we incur if you do not do so. In addition, you will be legally responsible for paying us any costs we incur in preventing the ongoing Supply to the Premises. We will treat these costs and payments as debts that you owe us.

**18 Limitation of liability**

- 18.1 Nothing in the Supply Contract limits any liability which cannot legally be limited, including liability for fraud, fraudulent misrepresentation, or death or personal injury caused by negligence.
- 18.2 Our total legal responsibility to you (including without limitation any liability for the acts or omissions of our officers, employees, agents and subcontractors) under and/or in connection with the Supply Contract (whether in contract, tort (including negligence and breach of statutory duty), statute, misrepresentation, restitution or otherwise) in relation to all claims, costs, expenses (including reasonable legal expenses and other professional fees (together with any VAT thereon)), liabilities, damages or losses whatsoever and howsoever arising and penalties and interest arising thereon incurred or suffered by you is limited to £100,000 for one incident, subject to an upper cap of or a total of £1,000,000.
- 18.3 Subject to clause 18.1, except in relation to your liability to pay the charges, neither we nor you will be liable to each other (whether in contract, tort (including negligence and breach of statutory duty), statute, misrepresentation, restitution or otherwise) for any loss of actual or expected profit, savings, income, business, production, information, reputation, goodwill, financial loss, and/or the loss of use or corruption of software, data or information, and/or indirect or consequential loss or damage or for any liability of each other to any other person.
- 18.4 Neither we nor any of our officers, employees, agents or subcontractors shall be liable to you for:
- (a) any losses, costs, expenses, or additional charges caused by the acts or omission of a third party, including but not limited to metering agents;
  - (b) loss or damage arising out of any act or omission of the Local Distributor in the performance of its duties; and
  - (c) any modifications to the Distribution System or metering equipment. In the event that you, or any third party, modifies or removes any of (or any part of) the metering equipment and/or Distribution System then you shall hold us harmless and indemnify us against all costs, losses, claims or demands and expenses including (without limitation) legal expenses which we may suffer or incur as a result of such modification and/or removal.
- 18.5 This clause 18 as a whole applies even after the Supply Contract has ended, and overrides any other agreements in the Supply Contract. But nothing in the Supply Contract overrides any rights or responsibilities that we have under the Gas Act 1986, the Electricity Act 1989, our supply licence, or regulations that apply to our industry.
- 18.6 We are not obliged to provide you with more gas than your transporter has registered as being used at the Premises. Please inform us if additional gas is required, although we may not be able to supply you on our contracted prices or otherwise.
- 18.7 You will be liable to us for any loss, cost or liability of any nature we suffer or incur in relation to any act, omission, negligence or wilful misconduct on the part of any TPI you appoint to carry out any of your obligations under this contract or for any customer metering agent you

appoint (including but not limited to their failure to provide us with any information we have reasonably requested in the timescale we have stipulated and which may result in us being in breach of our license of industry obligations and incurring a financial penalty or fine).

18.8 Each of clauses 18.1 to 18.7 can be enforced separately. If, for any reason, one or more of these clauses are found not to be valid or to be unreasonable, we may still enforce the rest of the clauses.

## 19 **Force Majeure**

19.1 The Supply at any Supply Point may be discontinued in the event of Force Majeure.

19.2 Neither we nor you shall be liable for any breach of the Supply Contract directly or indirectly caused by Force Majeure.

19.3 For the purpose of this clause 19, Force Majeure means any event or circumstance which is beyond either our or your reasonable control and which results in or causes either of us to fail in performing any of our obligations under the Supply Contract, provided that lack of funds shall not constitute Force Majeure.

## 20 **Objections**

20.1 In addition to our other rights, if we receive notice that another supplier has applied to supply any of the Premises, and if any of the circumstances in clause 20.2 apply, you agree to the following:

- (a) We can object to the relevant Local Metering Point Administration Service to prevent the new supplier taking over the supply at the Premises;
- (b) You will not dispute, challenge or do anything to prevent any objection we raise in line with this clause 20.1;
- (c) If we ask you to, you will provide the new supplier, within three Working Days of us asking, with written confirmation in a format agreed by us that you:
  - (i) Do not want them to proceed with their application to supply the Premises and ask them to withdraw all existing registration applications for the Premises and those applications that are currently being processed;
  - (ii) Ask them to confirm to us in writing that they will not make any more applications to supply the Premises until we have confirmed to them that you have given us proper notice to end the Supply Contract; and
  - (iii) Agree to take any other necessary action to make sure that we continue to remain registered with the Local Metering Point Administration Service as the energy supplier responsible for supplying the Premises.

20.2 Clause 20.1 shall apply in any of the following circumstances:

- (a) You have an outstanding debt with us (including an Early Termination Fee), or a debt with one of our group companies, that relates to supplying energy (or providing services in connection with your energy supply) to the Premises.
- (b) Your new supplier has contacted us, and we have agreed that the new supplier's application was made by mistake;
- (c) The new supplier's application relates to a metering point which is a Related Meter and the new supplier has not applied to register all the Related Meters on the same Working Day for the same start date;
- (d) The new supplier's application is to start supplying any of the Premises before you give us proper notice that you want to end your Supply with us and that notice period has ended (see clause 15.1);
- (e) You have told us to object to the new supplier's application;
- (f) You have not kept to your responsibilities under the Supply Contract;
- (g) You have entered into a new contract with us after you agreed to transfer to another supplier.

20.3 If we objected to the new supplier's application to begin supplying the Premises because you owe money to us and:

- (a) we subsequently received full payment of all money you owe us under the Supply Contract including the Early Termination Fee (where applicable); and
- (b) all other objection reasons that were stated are cleared,

we will not object to your new supplier reapplying. If your new supplier has not reapplied, the Supply Contract will remain in force in line with these Terms and Conditions, and the provisions of this clause 21 will once again apply to any new applications by new supplier.

## 21 **Complaints**

21.1 If you have a complaint about any of our services, you may contact our customer service centre. Details of our complaint handling procedure can be found on our website.

21.2 If you are a Micro Business you can also refer your complaint to Ombudsman Services to investigate. Alternatively, you can contact the Citizens Advice consumer service to get free, confidential and impartial advice on consumer issues. You can visit their website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call the Citizens Advice consumer helpline on 03454 04 05 06.

## 22 **Assignment and transfer**

22.1 We may assign or transfer all or any of our rights (including the right to demand that you pay charges you owe us and to take you to court if you refuse to pay them) and legal responsibilities under the Supply Contract without your permission. We can also subcontract

(pass to a third party) any of our obligations under the Supply Contract without your permission.

- 22.2 Your rights and responsibilities under the Supply Contract are personal to you, and you are not entitled to transfer any part of the Supply Contract (including your rights and responsibilities) to another person without getting our written permission first.

## 23 National Terms of Connection

- 23.1 Where you are connected to the Local Distribution System (either directly or indirectly through an Exempt Distribution System), we are acting on behalf of the Local Distributor to make a connection agreement with you.

- 23.2 The agreement is that you accept the National Terms of Connection (NTC) and agree to keep to the conditions of the NTC. This will happen from the time that you enter into the Supply Contract and it affects your legal rights.

- 23.3 The NTC is a legal agreement. It sets out your rights and responsibilities in relation to the connection at which the Local Distributor delivers electricity to, or accepts electricity from, your home or business or your Distribution Exemption Holder. If you want a copy of the NTC or have any questions about it, please write to:

Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road.  
London SW1P 2AF.

You can also phone 020 7706 5100 or visit: <http://www.energynetworks.org/>

## 24 VAT and CCL

### 24.1 VAT

- (a) Our prices and other charges are subject to UK tax (including VAT), and any other levy or duty imposed in accordance with legislation, industry agreements and/or industry codes.
- (b) We will charge you VAT at the prevailing rate on the Supply, unless:
- (i) you send us a completed, valid, VAT certificate as evidence of proof that you do not have to pay for energy at the standard rate of VAT at the Premises. If you do this, we will charge you VAT at the appropriate reduced rate on all, or the part, of the Supply that is eligible for that reduced rate of VAT from the date we receive your VAT certificate. We may share your VAT certificate with HM Revenue & Customs (HMRC); or
  - (ii) the Supply to the Premises is below the limits set by HMRC, in which case we will automatically charge VAT at the reduced rate.

### 24.2 CCL

- (a) You will be charged CCL on the energy you use, unless:



- (i) CCL does not apply (because the reduced rate of VAT (see clause 24.1(b)(i) and 24.1(b)(ii)) applies to the Supply at the Premises);
  - (ii) you or the Supply qualify for an exemption or discount from the full CCL rate (in line with Schedule 6 of the Finance Act 2000, as amended); or
  - (iii) you are a Directed Utility and you have provided us with notification of your Directed Utility status from HMRC.
- (b) If you are eligible for an exemption or discount from the full rate of CCL (you must send us a completed, valid PP11 form (or any other document that replaces the PP11 form) (**Form**) at least ten days before the Supply Start Date.
- (c) If you send us a completed Form after we have started to supply the Premises, by law there is a maximum period for which we can apply any appropriate exemption or discount to gas or electricity we supply to the Premises. This means that we can only apply the exemption or discount to energy we have supplied to you, at the Premises, from the date which is four years before the date on which we receive the Form.
- (d) We will not be legally responsible to you or anyone else if we have not charged you enough VAT or CCL because of incorrect information you have given us. If this happens, then you must pay the difference to us if we demand on an invoice, or directly to HMRC if they demand it.
- (e) Once you have sent us a VAT certificate or Form, it is your responsibility to tell us immediately if your energy usage at the Premises changes in such a way that your VAT or CCL payments would change. Please contact your account manager or the person named on your bills if you need to send us documents or provide us with updated information.

## 25 Compliance and anti-bribery

25.1 You must comply with our anti-bribery policy as notified to you from time to time. You must also observe strictly all instructions as to the carrying out or ceasing of the activities contemplated by the Supply Contract given to you by us for a specific or indefinite period to ensure that we can comply with all applicable regulatory requirements.

25.2 Without prejudice to the generality of clause 25.1, you must:

- (a) have and maintain in place throughout the term of the Supply Contract adequate policies and procedures to ensure compliance with the Bribery Act 2010 and enforce them where appropriate;
- (b) not do, nor omit to do anything, nor permit anything to be done by any other party, which is an offence, or which may be deemed to be an offence under the Bribery Act 2010; and
- (c) notify us immediately upon becoming aware or upon becoming reasonably suspicious that any activity undertaken in connection with the Supply Contract has contravened or may contravene the Bribery Act 2010.

- 25.3 You acknowledge that we adhere to certain principles and practices designed to prevent, detect and identify money laundering and counter terrorist financing.
- 25.4 We will both take such steps as necessary prior to the start date and during the term of the Supply Contract to prevent, detect and identify money laundering and terrorist financing in connection with the Supply Contract which shall include, (but need not be limited to), the following:
- (a) maintaining an effective anti-money laundering and counter terrorist financing regime, including detection, prevention, identification and appropriate responses;
  - (b) maintaining an effective anti-money laundering and counter terrorist financing regime that complies with the regulatory requirements, and applicable laws, including checking financial sanctions lists;
  - (c) operating a structure, procedures and mechanism for immediately reporting suspicious activity, to the extent permitted by law, through a secure reporting mechanism to a representative of each party (as nominated by that party in writing to the other party from time to time).
- 25.5 Where either of us fails to comply with this clause 25, that party will be deemed to be in material breach of the Supply Contract that is not capable of being remedied and the other party shall have a right to terminate the Supply Contract immediately.

## **26 Use of information**

- 26.1 You agree to give us, free of charge, any information that we reasonably ask for so that we may perform our obligations set out in, or relating to, the Supply Contract (including, but not limited to, carrying out credit checking and transferring your account to a third party supply when required), as well as observe any Applicable Law.
- 26.2 You agree that we may share your information with other organisations in connection with the purposes set out in clause 26.1 above, including but not limited to:
- (a) a joint energy account holder, or with the bank account holder of any Direct Debit instruction we are given in relation to your account with us. We may also share information between any of your accounts with us or any of our group companies;
  - (b) your current supplier, prior to the Supply Start Date to find out the details of any outstanding debt you may owe;
  - (c) any new agent we appoint (such as meter readers);
  - (d) a loyalty scheme provider, where you have chosen to take part in any such scheme; or
  - (e) fraud protection agencies, in respect of a credit check. If you give us false or inaccurate information and we suspect fraud, we will record this.
- 26.3 By entering into the Supply Contract, you agree to your information being used and shared in line with this clause 26. When you enter into the Supply Contract, you can choose whether or

not the information we collect about you in connection with your account can be used for marketing purposes.

26.4 We may sometimes monitor and record calls that you or we make. This is to improve the quality of the service we give you and to train our employees.

## 27 **Data protection**

The parties will comply with Data Privacy Laws. For more information, you can find our privacy policy on our website.

## 28 **Further information**

If you have any further questions please call 0330 058 058. We may monitor and record calls as part of our customer care programme. Calls to 0800 numbers are free from BT landlines and UK mobile networks, but other phone companies charges may vary. Opening hours times are 8.30am – 5pm, Monday to Friday.

## 29 **Notices**

29.1 Any notice which you send to us must be in writing and sent to your account manager or the person named on your bills by email or to the following address: Trafford House, Chester Rd, Old Trafford, Stretford, Manchester M32 0RS. The notice must include your energy supply account number

29.2 We may send notices under the Supply Contract to you by post, courier or guaranteed or special delivery service, or by email to the last known email address that you have provided to us. Notices may also be delivered by hand.

29.3 Notices will be considered to have been received as follows:

- (a) if sent by post, it will be considered to have been received two Working Days after it was sent;
- (b) if sent by courier or guaranteed or special delivery service, it will be considered to have been received on the date when it is recorded as having been delivered and signed for;
- (c) if sent by email, it will be considered to have been received that day;
- (d) if delivered by hand, it will be considered to have been received that day.

## 30 **No waiver**

If we delay or fail to exercise any right or remedy under the Supply Contract, this will not act as a waiver of that or any other right or remedy and it will not prevent or restrict us from exercising that or any other remedy.

### 31 **Invalidity**

If a court or other competent authority determines that any part, or parts, of these Terms and Conditions are illegal, invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it legal, valid and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 31 shall not affect the validity and enforceability of the rest of the Supply Contract.

### 32 **Entire agreement**

The Supply Contract, including the Terms and Conditions, the pricing information and any other documents referred to in the Terms and Conditions, or the pricing information, or which we otherwise tell you about, as amended from time to time by us and notified to you, constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

### 33 **Third party rights**

Only you and we can enforce any of the conditions of the Supply Contract and we both agree that the Contract (Rights of Third Parties) Act 1999 does not apply to the Supply Contract.

### 34 **Governing law and jurisdiction**

34.1 The Supply Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual Disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

34.2 The Parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Supply Contract or its subject matter or formation (including non-contractual disputes or claims).