

Unify Energy Limited
Energy Supply Services Contract
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 where your Landlord has asked us to supply the Energy Supply Services to you and where you are receiving the Energy Supply Services.
- 1.2 The Terms and Conditions are supplemental to the agreement entered between you and us for the Energy Supply Services (**Energy Supply Services Agreement**), which together form a contract between you and us (**Energy Supply Services Contract**).
- 1.3 In the event of any conflict between the provisions of the Energy Supply Services Agreement and the Terms and Conditions, the provisions of the Energy Supply Services Agreement shall prevail.
- 1.4 Any reference to the word **energy** in the Terms and Conditions means gas or electricity (as applicable) which we supply to your Landlord under a Supply Contract and in relation to which we provide the Energy Supply Services to you.
- 1.5 Please read the Terms and Conditions carefully so that you fully understand your and our commitments and responsibilities.
- 1.6 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.
- 1.7 If you are not sure which Profile Class your meter is in, please email us at 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

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

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 Energy Supply Services Contract is terminated before the end of your Fixed Term Period and this payment is calculated in accordance with clause 12.3

Energy Supply Services means the Supply Management, metering, a service desk, usage and consumption reporting services, installation, maintenance services, data collection services and any other associated services provided by us to you in connection with the Supply Contract between us and your Landlord

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

Landlord means [name and address], who we make a supply of energy to under the Supply Contract and who is the landlord in respect of the Premises

Local Distributor means, in respect of the Premises, a 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 energy supply to the Premises.

Local Metering Point Administration Service means the service that keeps an electronic register of premises connected to the 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

Out of Contract Prices means the price that you will pay for the Energy Supply Services in accordance with clause 4, if your Landlord provides us with a termination notice with respect to the relevant Supply Contract and the provisions of clause 12.1(c) apply or if you are placed on Out of Contract Prices under clause 10.3(b)(viii) or 12.2(b). 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 we provide the Energy Supply Services

Price means the fees payable with respect to the Energy Supply Services applicable from the Start Date as set out in the Energy Supply Services 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

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, 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 to the Premises

Supply Contract means the agreement entered into between us and your Landlord in respect of the supply of energy to premises including the Premises

Supply Management means the management of the Supply by us on behalf of your Landlord through the Private Network pursuant to the Supply Contract

Start Date means the date we aim to commence the provision of the Energy Supply Services under the Energy Supply Services Contract

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

Virtual Meter Set Up means an arrangement where one meter supplies two or more premises and their consumption is calculated based on the square foot of their demise

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

3 **Energy Supply Services Contract Start Date**

- 3.1 You must sign the Energy Supply Services Agreement and return it to us (by hand, post, or by email). Subject to clause 3.2, the Energy Supply Services Contract is agreed when we confirm the receipt of the Energy Supply Services Agreement signed by you, and from that point each of our rights and responsibilities under the Energy Supply Services Contract will come into effect.
- 3.2 Our ability to provide the Energy Supply Services to you is always subject to the Landlord entering into and continuing the Supply Contract with us.
- 3.3 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 Energy Supply Services Contract has been agreed. If your credit standing is unacceptable to us, we may refuse to enter into the Energy Supply Services Contract with you, in which case clause 4 will apply.

- 3.4 Where clause 3.3 applies, we may contact you and try our best to resolve any issue. However, this may mean that we will have to provide the Energy Supply Services 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 Energy Supply Services Contract will end automatically on the date we tell you.
- 3.5 Please email us on 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.
- 3.6 We will tell you the Start Date. We cannot guarantee that the Start Date will be on the date you requested the Energy Supply Services to start.
- 3.7 If, on the day after the date that the Energy Supply Services Contract is entered into (**Relevant Date**), the Premises are being supplied by another energy supplier (**Previous Supplier**), the Start Date will be within 21 days of the Relevant Date unless:
- (a) your Landlord request that the Supply to the Premises commences at a later date;
 - (b) your Landlord notifies us that they 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 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) your Landlord's previous supplier has prevented us from completing the Supplier Transfer because it has raised an objection to the Supplier Transfer;
 - (b) we do not have all the information we require in order to complete the Supplier Transfer; or
 - (c) you are taking a supply of energy through a Private Network and we are unable to start supplying the Energy Supply Services 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

(d) 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 Where a condition in clause 3.9 applies, we will complete the Supplier Transfer and commence the Energy Supply Services 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 Energy Supply 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 the Landlord (including the termination of the Supply Contract by the Landlord), 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.

4 Out of Contract Prices

4.1 If we do not agree the Supply Contract details with your Landlord and/or the Energy Supply Services Contract details in respect of the Premises prior to the Start Date, we will apply the Out of Contract Prices to the Energy Supply Services until:

(a) your Landlord enters into and agrees the details for a Fixed Term Period Supply Contract with us to cover the Premises;

(b) you enter into and agree the details of the Energy Supply Services Contract with us;
or

(c) your Landlord has appointed a new supplier for the Premises.

4.2 We can change the contract terms (including these Terms and Conditions, our prices, conditions, payment methods and other charges) for any Premises to which this clause 4 applies. 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.

4.3 The Out of Contract Prices will apply to the Premises even if you do not use energy 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 the Premises from the date that you move into or take responsibility for the Premises.

4.4 If your Landlord appoints 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 occupier of the Premises (or will be on the date that you want the Energy Supply Services 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 on your side of any electricity or gas meter or submeter (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 a Private Network) will deliver the Supply.

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

5.3 You agree that, so long as:

- (a) we are registered with the Local Distributor as the supplier responsible for the Supply to the Premises (or to any premises including the Premises or Private Network serving the Premises); and
- (b) there remains in place the Supply Contract between us and the Landlord,

you will continue to be bound by the terms of the Energy Supply Services Contract, even if your Landlord has a contract for the supply of the same type of energy to the Premises with any other person.

6 **Access to Smart Meter data**

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 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)).

7 **Access to the Premises and meters**

7.1 You confirm that you are legally able to, and have permission to, allow us into the Premises and you will give us full access to the Premises and any relevant meter whenever we require access in connection with the Energy Supply Services (including agreeing to us gaining remote access to any metering equipment).

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 and metering equipment, wires and cables, and all other fittings that we use in connection with the Energy Supply 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 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 at the Premises used in connection with the Energy Supply Services, you are responsible for removing the obstruction, and you are responsible for the cost of doing this. Where the removal of such obstruction is your or the Landlord's obligation, we shall not be responsible for any delay or interruption in the delivery of the Energy Supply Services resulting from your or the Landlord's failure to remove the obstruction (and we will resume the delivery of the Energy Supply Services once the Landlord provides 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 Energy Supply 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 your Landlord may need to replace your meter (there may be a charge for this). If the metering equipment cannot be added to or changed we may need agree an alternative arrangement with your in respect of the charges for your energy consumption, including charging you based on the sq/ft of your premises. This may mean we will need to change the Price we charge in connection with the Energy Supply Services.
- 7.7 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 to pay us for 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.
- 7.8 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.
- 7.9 Where you have been provided with a meter, and you consider there to be a fault with the metering equipment, you may ask for it to be tested. 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.
- 7.10 If the Energy Supply Services 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 Energy Supply Services Contract, to buy or take over that meter on condition that we receive appropriate compensation for the value of the meter.

- 7.11 If you have 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 you use;
 - (c) we may remotely repair and update it or disconnect or reconnect your 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.
- 7.12 If you are a Micro Business customer, we will only use information from your 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 your Smart Meter which relates to a period of less than one month, we will seek to obtain your consent before doing so.

8 **Prices and charges**

- 8.1 When you enter into the Energy Supply Services Contract we will give you written details of the initial Prices. These form part of the Energy Supply Services 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 Energy Supply Services Contract and in each subsequent Statement of Renewal Terms) if either:
- (a) you have failed to comply with the Energy Supply Services Contract in any way (and in particular, any of the circumstances at clause 12.2(c) apply to you); 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 or of otherwise complying with our obligations under the Energy Supply Services Contract.
- 8.3 We will send you a Statement of Renewal Terms approximately 10 weeks before your 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 your Energy Supply Services Contract comes to an end in accordance with clause 12.
- 8.4 Subject to clause 12.1(c), if you are in a Fixed Term Period and your Landlord would like to terminate the Supply Contract they must let us know at least 30 days prior to your Price Review Date. Subject to the subsequent termination of the Supply Contract, the Energy

Supply Services Contract will terminate immediately after your Price Review Date, provided you have no outstanding debt on your account. If your Landlord provides 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 days' notice period has expired.

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 Energy Supply Services 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 Energy Supply Services 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 your Supply;
- (c) costs we incur in supplying the Energy Supply Services to the extent that these costs are not already included in your Prices as set out in the Energy Supply Services 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 Energy Supply Services 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 in the Energy Supply Services Contract;
- (h) our costs for providing the Energy Supply Services, including the installation of Smart Meters under clause 6 which we provide out of our opening hours (as notified in clause 23);
- (i) our reasonable costs if you prevent us or our agents from reading or working on your meter or Smart Meter, and/or costs for reading your 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 9 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 Terms and Conditions.

8.7 We can also change your 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.

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 Energy Supply Services 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 deduct from it any money that you owe us for the Energy Supply Services.

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 Energy Supply Services Contract.

10 Bills and payments

10.1 Provision of a Bill

- (a) 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.
- (b) If you are not part of a Virtual Meter Set Up and do not give us a valid meter reading that has been taken immediately before the Start Date, we may estimate the amount of energy supplied to the Premises from the Start Date until we first read your meter or when the Energy Supply Services 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.
- (c) If you are part of a Virtual Meter Set Up, we will take a meter reading at the time of occupation from the relevant parent meter and use a non-meter based apportionment and ratios for usage to determine the amount of energy supplied to the Premises from the previous Bill. We will use that to work out the charges you should pay for energy supplied.
- (d) You must pay the amount specified on your Bill or statement, including where this is based on an estimate of your energy consumption.
- (e) 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.

10.2 Challenging a Bill

- (a) 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:
 - (i) 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
 - (ii) 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.
- (b) If you do not comply with clause 10.2(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 10.3(b).

- (c) Without prejudice to clause 10.2(a), if you disagree with any amount we have charged you:
- (i) 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.
 - (ii) 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
 - (iii) 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 10.3 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 15 (Complaints) sets out the procedure you should follow.

10.3 Payment (including late payment)

- (a) You agree to pay the charges arising under the Energy Supply Services Contract including without limitation any sums specified in each statement or Bill, the charges listed in clause 8.7 and under any extra conditions we have agreed with you from time to time (and which we include as part of the Energy Supply Services) in full 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 Start Date.
- (b) If you pay us later than the Due Date, we have the right to:
 - (i) charge you any applicable charges set out in clause 8.6;
 - (ii) 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;
 - (iii) charge you an administration fee of up to £30 plus VAT;
 - (iv) recommend the Supply be suspended or disconnected in accordance with clause 12.2(a);

- (v) terminate your Energy Supply Services Contract in accordance with clause 12.2 (b);
 - (vi) require you to pay a Security Deposit under clause 9;
 - (vii) require you to provide any other form of security; or
 - (viii) put you on our Out of Contract Prices which are published on our website. If we do this then the Energy Supply Services Contract will continue to apply, but your Prices may change.
- (c) Without prejudice to any other rights we may have under the Energy 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 10.3(c) shall not apply to the Premises supplied under clause 4.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) If your Bill remains outstanding for more than 90 days, your Landlord will have a right to pursue you directly for the amounts due to us.

10.4 Our right to offset

- (a) We may use any Security Deposit you have paid to us to pay overdue Bills.
- (b) We have the right to offset any credits or debts you may have in connection with any goods or services we supply 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.

- (c) Notwithstanding clause 10.4, 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 in respect of the Premises as a result of such temporary supply interruption to you and/or your Landlord, as applicable.

11 Changes to the Energy Supply Services Contract

11.1 We are entitled to change the Energy Supply Services 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) 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) 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.
- (c) 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 Energy Supply Services Contract. We will send details of these special conditions to you separately where they apply to you.

11.2 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 Energy Supply Services 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).

12 Termination provisions

12.1 Termination of the Energy Supply Services Contract

- (a) We provide the Energy Supply Services on behalf of your Landlord and the Energy Supply Services will not terminate until the Supply Contract with your Landlord comes to an end.
- (b) Your Landlord has a right to terminate the Supply Contract by giving us notice in accordance with the terms of the Supply Contract.
- (c) If we receive a notice in line with clause 12.1(b) above but another supplier does not start supplying the Premises within 30 days of the expiry of that notice of termination, we will continue to provide the Energy Supply Services to you and:
 - (i) The Energy Supply Services Contract will remain in full force and effect. Your energy will continue to be supplied to the Premises by us on behalf of the Landlord, except that 30 days after the expiry of the notice of termination 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 your Landlord enters into a new contract with us for the supply of such energy to the Premises. 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) If your Landlord does not give us proper notice under clause 12.1(b), the Energy Supply Services 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 Energy Supply Services Contract until the Supply Contract properly comes to an end.
- (d) The Energy Supply Services Contract will also terminate automatically if we terminate the Supply Contract with your Landlord or if you change your supplier and clause 12.3 shall apply where this occurs prior to the expiry of the Fixed Term Period.

12.2 Our right to suspend or end the Energy Supply Services

- (a) We may suspend the Supply to the Premises if so instructed by your Landlord. We may also recommend to your Landlord that the Supply be suspended or disconnected in the circumstances set out in clause 12.2(c) below.
- (b) We may end the Energy Supply Services Contract immediately (or place you onto our Out of Contract Prices, in which case the Energy Supply Services Contract will continue in full force and effect) if:
 - (i) we enter into the Energy Supply Services Contract with you, but we cannot start providing the Energy Supply Services to you because your Landlord has another supplier or we are unable to become your Landlord's registered supplier for any reason; or

- (ii) any of the circumstances set out in clause 12.2(c) apply.
- (c) The circumstances contemplated in clauses 12.2(a) and 12.2(b) are:
 - (i) clause 10.3(b)(v) applies;
 - (ii) you commit a material breach, or repeatedly breach the terms of, the Energy Supply Services Contract;
 - (iii) your payment arrangements or payment method changes without our prior approval. 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);
 - (iv) 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);
 - (v) you repeatedly deny us or our metering agent access to the meter or Smart Meter in accordance with clause 7.1;
 - (vi) we need to test emergency or safety procedures;
 - (vii) 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;
 - (viii) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Energy Supply Services Contract has been placed in jeopardy;
 - (ix) 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;
 - (x) charges for the Energy Supply 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; or
 - (xi) you threaten to stop paying your debts;
 - (xii) Ofgem directs another supplier, instead of us, to supply the Premises;
 - (xiii) the Supply to the Premises must be cut off under any of the industry arrangements which we have to comply with;

- (xiv) 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); or
 - (xv) your Local Distributor (or the Private Network Operator, as the case may be) asks us to stop supplying the Premises;
 - (xvi) there is a risk of danger to the public if the supply is continued;
 - (xvii) you no longer occupy the Premises; or
 - (xviii) we are no longer licensed or otherwise authorised to supply the Premises.
- (d) 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.
 - (e) If we have the right to stop supplying the Premises with energy under the Terms and Terms and Conditions, we may ask someone else to take action on our behalf.
 - (f) Your Energy Supply Services Contract will also terminate automatically if clause 3.4 or clause 12.1(d) applies.
 - (g) If we end the Energy Supply Services Contract, this will not affect any rights and responsibilities which either you or we had before the date the Energy Supply Services Contract ended or which are stated in the Energy Supply Services Contract to start from, or to continue to apply after, that date.

12.3 Early Termination Fee

- (a) 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.
- (b) 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 Energy Supply Services Contract.
- (c) The Early Termination Fee will become due on the date we receive notice of your new supplier's application to supply the Premises.

12.4 Payment of final Bill

- (a) When the Energy Supply Services 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 8.7(g) will apply).
- (b) 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 Energy Supply Services Contract.
- (c) 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.

13 Limitation of liability

- 13.1 Nothing in the contract limits any liability which cannot legally be limited, including liability for fraud, fraudulent misrepresentation, or death or personal injury caused by negligence.
- 13.2 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 Energy Supply Services 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.
- 13.3 Subject to clause 13.1, 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.
- 13.4 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.

- 13.5 This clause 13 as a whole applies even after the Energy Supply Services Contract has ended, and overrides any other agreements in the Energy Supply Services Contract. But nothing in the Energy Supply Services 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.
- 13.6 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.
- 13.7 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).
- 13.8 Each of clauses 13.1 to 13.7 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.

14 **Force Majeure**

- 14.1 The Supply at any Supply Point may be discontinued in the event of Force Majeure.
- 14.2 Neither we nor you shall be liable for any breach of the Energy Supply Services Contract directly or indirectly caused by Force Majeure.
- 14.3 For the purpose of this clause 14, 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 Energy Supply Services Contract, provided that lack of funds shall not constitute Force Majeure.

15 **Complaints**

- 15.1 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.
- 15.2 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 or call the Citizens Advice consumer helpline on 03454 04 05 06.

16 **Assignment and transfer**

- 16.1 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 Energy Supply Services Contract without your permission. We can also subcontract (pass to a third party) any of our obligations under the Energy Supply Services Contract without your permission.

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

17 National Terms of Connection

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

17.2 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 Energy Supply Services Contract and it affects your legal rights.

17.3 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 Private Network Operator. 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/>

18 VAT and CCL

18.1 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.

18.2 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 18.1(b)(i) and 18.1(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 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.

19 Compliance and anti-bribery

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

19.2 Without prejudice to the generality of clause 19.1, you must:

- (a) have and maintain in place throughout the term of the Energy Supply Services 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 Energy Supply Services Contract has contravened or may contravene the Bribery Act 2010.

- 19.3 You acknowledge that we adhere to certain principles and practices designed to prevent, detect and identify money laundering and counter terrorist financing.
- 19.4 We will both take such steps as necessary prior to the start date and during the term of the Energy Supply Services Contract to prevent, detect and identify money laundering and terrorist financing in connection with the Energy Supply Services 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).
- 19.5 Where either of us fails to comply with this clause 20, that party will be deemed to be in material breach of the Energy Supply Services Contract that is not capable of being remedied and the other party shall have a right to terminate the Energy Supply Services Contract immediately.

20 Use of information

- 20.1 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 Energy Supply Services 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.
- 20.2 You agree that we may share your information with other organisations in connection with the purposes set out in clause 20.1 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 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.

20.3 By entering into the Energy Supply Services Contract, you agree to your information being used and shared in line with this clause 20. When you enter into the Energy Supply Services Contract, you can choose whether or not the information we collect about you in connection with your account can be used for marketing purposes.

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

21 Data protection

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

22 Further information

If you have any further questions please call 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.

23 Notices

23.1 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

23.2 We may send notices under the Energy Supply Services 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.

23.3 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.

24 No waiver

If we delay or fail to exercise any right or remedy under the Energy Supply Services 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.

25 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 25 shall not affect the validity and enforceability of the rest of the Energy Supply Services Contract.

26 Entire agreement

The Energy Supply Services 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.

27 Third party rights

With the exception of clause 10.3(g), only you and we can enforce any of the conditions of the Energy Supply Services Contract and we both agree that the Contract (Rights of Third Parties) Act 1999 does not apply to the Energy Supply Services Contract.

28 Governing law and jurisdiction

28.1 The Energy Supply Services 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.

28.2 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 Energy Supply Services Contract or its subject matter or formation (including non-contractual disputes or claims).