

E.ON Next LOA Policy July 2022

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Letter of Authority Policy (hereinafter referred to as "LOA Policy")

POLICY PURPOSE

The purpose of the LOA Policy is to set out the parameters within which E.ON Next may accept a Third Party is acting on behalf of a Customer under or in connection with a Contract or potential Contract.

Background:

Subject to the terms of this Policy, customers may authorise a Third Party to act as its agent and carry out certain activities on their behalf under or in connection with a Contract or potential Contract, including obtaining information relating to their Contract, negotiating the terms of or amendments to their Contract and, in limited circumstances executing and entering into a Contract. The Customer grants this authorisation to the Third Party under a Letter of Authority (LOA), a copy of which is to be provided to E.ON Next.

This Policy sets out the requirements of E.ON Next in relation to the form, content and scope of such LOA and the principles that apply when dealing with any Third Party authorised under the LOA.

POLICY APPLICATION

This Policy applies to;

- Any and all relevant E.ON Next employees and business areas dealing with SME Third Parties
- All SME Third Parties working on behalf of E.ON Next unless explicitly stated otherwise in this Policy.

This Policy covers all requests received by E.ON Next allowing Third Parties access to Customer data or to carry out activities on a Customer's behalf

Definitions

In this Policy the following terms have these meanings; where applicable, references to the singular include references to the plural and vice versa:

"Certificate of Completion" an automatically generated document that is produced when an e-signature is given and includes the time and date of the e-signature, the signatory's email address and IP address. Also known as a summary document

"Contract" a legally binding agreement between the Customer and E.ON Next pursuant to which E.ON Next provides certain goods and/or services to the Customer, including all

associated terms and conditions and appendices.

“Customer” the party to whom E.ON Next will or proposes to provide the applicable goods and/or services under a Contract and who is to be bound by the terms of the Contract that it has entered into or intends to enter into;

“Customer Data” data relating to a Customer, their Contract or account which can include but is not limited to copies of the Contract, consumption information and copies of bills;

“Energy” electricity and/or gas, as appropriate;

“Letter of Authority”/“LOA” a written formal document, issued and signed by the Customer, that grants to a Third Party certain authority to act on the Customers behalf under or in connection with the Contract or potential Contract;

“Our / We / Us” For the purpose of this Policy refer to E.ON Next

“Person in Position of Authority” means in respect of a Customer, a duly authorised representative of the Customer which is:

i) where the Customer is a limited company, a company director or secretary registered at Companies House;

ii) where the Customer is an individual, that individual

iii) where the Customer is an unregistered partnership, the individuals forming the partnership

iv) any other person expressly authorised by the person(s) set out in i) to iii)

“SME” Energy customer with an annual electricity consumption of not more than 100,000 kWh, a gas consumption not more than 293,000 kWh; or fewer than 10 employees (or their full time equivalent); and an annual turnover or annual balance sheet total not exceeding 2 million Euros

“Third Party” any party (whether an individual, incorporated entity, unincorporated bodies or associations that are recognised at law, but excluding any employee or director of the Customer) authorised to act on behalf of a Customer under in connection with a Contract or potential Contract, including but not limited to: managing agents, Third Party Intermediaries, landlords and partnerships;

“Third Party Intermediary” organisations or individuals providing Contract procurement. These include switching sites, Energy Brokers and any company that offers Customer support with Energy procurement.

“TPI Agreement” Contractual terms and conditions between E.ON Next and the Third Party which have been agreed and signed

POLICY PRINCIPLES

1. General Principle

E.ON Next shall only deal with a Third Party in connection with any Contract or potential Contract where:

- a. The Third Party is signed up to a TPI Agreement and
- b. We have received, in accordance with this Policy, acceptable evidence of the authority of such Third Party to act on behalf of the relevant Customer in the form of an [original/copy] of a LOA in the form and substance required by this Policy

2. What constitutes a valid LOA?

In order to constitute a valid LOA under this Policy, a LOA must meet the following requirements listed a – e.

a. Form:

- i. The Third Party who submits the LOA is signed up to a TPI Agreement.
- ii. The LOA must be in writing.
- iii. A LOA can be in electronic or paper format. Electronic includes a non-editable PDF document attached to an email [or an electronic document signed and delivered]. Where a method of e-signature is used; a summary document or Certificate of Completion must be submitted alongside the LOA. [Where a physical paper LOA exists but has not been provided, we reserve the right to request to see the original LOA.]
- iv. The LOA must be signed by or on behalf of the Customer by a Person in a Position of Authority.
- v. The LOA must explicitly state who has signed it, what their position in the business is at the time of signature so as to confirm their status as a Person in a Position of Authority.
- vi. The LOA must include adequate Customer contact information which enables effective verification with the Customer.
- vii. The LOA must be dated.
- viii. The LOA must be submitted to us prior to or at the time the Contract is submitted to us.

b. Duration:

- i. The duration of the LOA must be explicitly stated. A LOA can be valid for a maximum of 5 years.
- ii. If there is no duration on the LOA then it will be deemed valid for 12 months only.

c. Parties:

- i. The LOA must expressly state which Customer is granting authority and the name of the Customer must match the name shown on the Contract or potential Contract to which the LOA applies.
- ii. The LOA must include the Customer's full registered company name and company registration number.
- iii. Where the Customer is not a registered company, the full legal name, their 'trading as' name (if applicable) and their business address is required
- iv. The LOA must clearly state which Third Party is granted authority.
- v. The LOA must include the Third Party's full registered company name and company registration number.
- vii. Where the Third Party is not a registered company, the full legal name and their 'trading as' name (if applicable).

d. Sub-delegation and chains of LOAs:

- i. The LOA must state whether or not a Third Party is permitted to further sub-delegate the authority granted to it under the LOA to other Third Parties.
- ii. Where there is a chain of Third Parties from the Customer (e.g. managing agents to sub brokers to TPI) there must be clear evidence that all relevant Third Parties have authority to act on the Customers behalf.

e. Scope of Authority

- i. The LOA must expressly and clearly set out the scope of authority being granted to the Third Party. This must include details of:
- ii. what Customer Data the Third Party is permitted to have access to;
- iii. the activities the Third Party can undertake on behalf of the Customer prior to entry into a Contract;
- iv. whether the Third Party has authority to enter into a Contract on behalf of the Customer
- v. the rights and obligations of the Customer under the Contract that the Third Party can exercise and perform on behalf of the Customer and any parameters thereto.
- vi. The LOA must state the Contract or potential Contract to which it applies
- vii. The LOA will be interpreted as applying to all sites under the Customer name unless otherwise stated within the LOA
- viii. Where the LOA does not mention expressly that the Third Party has authority to carry out a particular activity or make a particular request on behalf of the Customer, or is unclear (in our opinion) then the default position is that we will not accept the Third Party undertaking such action or request

2. Verification of LOAs

- a. We reserve the right to contact the Customer directly to confirm the authenticity of the LOA. If contact cannot be made, we may reject the LOA
- b. When communicating with or otherwise dealing with the Third Party, we may (at our discretion), copy in the Customer to any correspondence or communication

3. Multiple LOAs

- a. There will only be one valid LOA per Contract or potential Contract at any one time.
- b. If a new LOA is received in respect of a Contract or potential Contract where we already hold a valid LOA we may contact the Customer to verify which LOA is to be followed.

4. Storage and Deletion of LOAs

- a. We will store copies of LOA on the relevant system (with the relevant Contract if entered into) for audit purposes. All physical LOAs received shall be scanned and stored electronically
- b. If a Customer wishes to amend or terminate a LOA, the Customer must notify us immediately. We will amend how we deal with, or, if applicable, cease to deal with the relevant Third Party as soon as reasonably practicable after receiving any such notice.
- c. If the Customer or the Third Party become insolvent, cease trading, and/or enter any kind of insolvency proceedings (e.g. administration or receivership) or liquidation, we will deem any relevant LOA from that Customer or in favour of that Third Party to have been terminated. For the avoidance of doubt, if the Customer enters into administration, we will continue to deal with the administrators of the Customer without the requirement for a LOA from the administrators.
- d. Where an LOA is granted in favour of a Third Party, if such Third Party Agreement is terminated, we will not provide the Third Party with any further information or otherwise deal with such Third Party in relation to a Contract or potential Contract
 - i. In these circumstances, any relevant LOA shall be ended and removed from the relevant system

5. Exemptions from this Policy

a. In respect of Contracts or potential Contracts, if a Customer or Third Party requests an exemption from complying with this Policy; a review of this request should be conducted by the Policy Owner, or the E.ON Next Head of SME as delegated authority.