



# Business Principal Terms

September 2023



## Business Principal Terms

The following outlines the Principal Terms relating to supply of electricity and/or gas to your business. A full set of Terms and Conditions are available on our website.

### The Contract

By agreeing to this contract, you confirm that you have the necessary authority to enter into a legally binding agreement between Ecotricity and the business you represent for all sites that you are transferring or renewing.

If you have signed a contract with us, then warrant and undertake to us that the Site is used solely for Business Purposes.

This Contract will commence on the date that you sign the Business Supply Agreement and If you have entered into a Fixed Term Contract you have committed to receive a Supply from the supply start date until the end of the Fixed Term.

### Credit Checking

You confirm that you have the necessary authority to provide permission to Ecotricity to perform a credit check on your business using a licensed credit agency. The credit check will be undertaken prior to acceptance of your contract.

Where we receive an unsatisfactory credit report, we may request a security deposit, change of rate and/ or payment method.

### Out of Contract Rates

As an alternative to a Contract being formed between you and us, a deemed contract will exist and the terms and conditions together with our Out of Contract Rates will form the entire agreement between you and us.

Where you are on an out of contract tariff and you are up to date with your account, you are free to leave at any point.

### Connection Conditions

Our obligation to provide the Supply is conditional upon there being an installed and operational meter and you have met any conditions precedent specified by us as necessary before Supply can commence.

### Supply Start Date

Where Ecotricity has previously supplied the Site, or you are renewing a Fixed Term, then your Supply Start Date will be the date confirmed by us. Where Ecotricity has not previously supplied the Site, your Supply Start Date will be the date stated in the Business Supply Agreement.

Your Supply Start Date could be delayed if we have difficulties taking over your Supply from your current Supplier

### Continuity of Contract

The contract with us will be continuous for the contract duration agreed. This means it will only end when you switch supplier following the completion of your contract, if we end it, we are directed by government to end it or if you agree a further contract with us.

Where you agree a new contract with us, your existing contract will end where the new contract starts.

### Electricity and Gas Supply

We will use all reasonable endeavours to Supply you with electricity generated from renewable sources and that a proportion of the gas supplied to you is sourced from renewable sources.

You acknowledge that, due to the nature of the electricity and gas market, this may not always be possible.

### Renewal notice

For Microbusinesses, around 60 days prior to your contract termination date, Ecotricity will send your renewal options.

For all customers, where you do nothing, we will not roll you automatically onto another fixed term contract, but we will supply you based on out of contract rates, and you can then switch supplier.

If you have an outstanding balance, we may object to the switch. Please be aware that the Default Rates are normally higher than a fixed term contract and can be changed at any time with notice provided.

### Objection to Transfer

We may object to your transfer where your account is in arrears, or where you are still in contract with Ecotricity under a fixed term contract. We will notify you of the reason, should this happen.

### Security Deposit

We may ask you to pay us a Security Deposit as a condition of entering into, or continuing with, this Contract. If there are Arrears on your account, we shall be entitled at any time to withdraw an equal sum from the Security Deposit to discharge the Arrears.

### Our Charges

Except in the case of Deemed Contracts, the Unit Rate, Standing Charge and relevant charges are set out in the Business Supply Agreement and are

exclusive of VAT and additional government taxes and levies.

### **Third Party Intermediary Charges (TPI)**

Where you have chosen to use a TPI, the TPI will have received a commission payment for placing your contract with Ecotricity. The details of the annual and contract cost will be shown on your contract and subsequent points during your contract.

### **Additional Charges**

Ecotricity will charge reasonable amounts for the additional cost incurred due to any ancillary matters relating to your supply. Examples of additional charges:

- Credit Control missed payment chasers: £TBC
- Legal Litigation Proceedings (inclusive of fees & interest): Determined on a case-by-case basis
- Warrant Application Fee and court attendance: £TBC
- Cancelled warrant attendance: £TBC
- Pre-disconnection visit: £TBC
- Locksmith visit: £TBC
- Meter De-energisation (Power): Charges dependent on meter type and size
- Meter Disconnection (Gas): Charges dependent on meter type and size

### **Varying your charges**

Unless you are on a Fixed Term Contract, we may vary your Unit Price and/or Standing Charge on not less than 28 days' notice. If we do so we will send you a letter confirming the new prices advising you of our intention.

### **Invoices**

We will endeavour to send you an invoice at least quarterly and your invoice will detail the amount due for the Supply, Pass Through Costs, any interest or late payment fees calculated and any other charges or costs we are entitled to charge you under this Contract, taxes (including VAT) and levies.

We will endeavour to produce your invoice using the consumption data recorded by the meter, but where we are unable to do this for any reason, we will invoice you based on a reasonable estimate of your usage derived from previous consumption data.

If you do not provide us with a meter reading on your Supply Start Date, or the date that your Deemed Contract started, we may open your account on the basis of an estimated reading

### **Payment Terms**

You agree to pay all invoices, including invoices based on estimated consumption data and disputed invoices within the Payment Terms and without any discount, deduction, set-off or counterclaim whatsoever.

Your Payment Terms are set out in the Business Supply Agreement. Where you are on a Deemed Contract your Payment Terms are 14 days and If you do not pay any sum due within the Payment Terms we shall be entitled to charge you.

### **Metering**

Each Supply Point shall be measured by a meter, which must be installed at the Supply Point, operated and maintained by a Meter Operator, in proper working order and suitable for measuring the Supply and compliant with all legislation.

You must not damage or tamper with your meter and when we ask you to, you will allow safe access to the Metering Equipment on the Site.

### **Smart Metering**

If you have a Smart Meter installed at the Site by a previous supplier, we will endeavour to use it as such, but we may have to treat it as a traditional meter until such time as we notify you otherwise.

If we are unable to obtain a meter reading for any reason beyond our control, we will charge you for the electricity and/or gas we reasonably estimate has been consumed.

### **Objection to Transfer**

We may object to your transfer where your account is in arrears, or where you are still in contract with Ecotricity under a fixed term contract. We will notify you of the reason, should this happen.

**Please note that the above points provide a limited view only, therefore please take the time to read the full Terms and Conditions along with your Business Supply Agreement as this is a legally binding agreement.**

