ecotricity Business

Terms and Conditions of Supply for Business Customers

September 2026

ecotricity Business

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Certain words in these terms and conditions have initial capitals. This is because we have given these words specific meanings. A list of these words and their meanings can be found at the end of these terms.

1 The Contract

1.1 If you have signed a Business Supply Agreement with us then: (i) these terms and conditions, together with the Business Supply Agreement and any annex or addendum containing additional or special terms, create a legally binding Contract (the '**Contract**') between you (our '**Customer**') and us, Ecotricity Limited (trading as '**Ecotricity**'); and (ii) if there is any conflict or inconsistency between these terms and conditions and the Business Supply Agreement or any additional or special terms, the following order of precedence will apply:

1.1.1 Business Supply Agreement;

1.1.2 additional or special terms;

1.1.3 these terms and conditions.

1.2 Your Principal Terms summarise the key terms of your Contract.

1.3 If your Fixed Term has come to an end, you will be placed onto an Out of Contract Supply on our variable Out of Contract Rates, and these terms and conditions will continue to govern the relationship between us.

1.4 If you have not signed a Business Supply Agreement with us and have not come to the end of a Fixed Term, then clause 3 (Deemed Contracts) will apply.

1.5 You warrant and undertake to us that the Site is used solely for Business Purposes and that you will notify us within seven days if the Site is to be used for any other purpose. If we consider that the Site is used primarily for domestic purposes, you will usually be deemed to have contracted with us on our Terms and Conditions for Domestic Energy Supply. Where you inform us that the Site is to be used for mixed purposes, we reserve the right to determine at our sole discretion which terms and conditions will apply.

1.6 This Contract will commence on either the date that you sign the Business Supply Agreement, come to the end of a Fixed Term, or are deemed to be responsible for the Supply to your property.

1.7 If you have entered into a Fixed Term Contract you have committed to receive a Supply from us until the end of the Fixed Term.

1.8 By entering into this Contract, you confirm the Customer is the owner or occupier of the Site (or will be on the date that your Supply starts) and:

1.8.1 if you are a sole trader, you are aged 18 or over in England or Wales or aged 16 or over in Scotland; or

1.8.2 if you are in a partnership or other unincorporated organisation; you agree that you and your partners or fellow officers will be jointly and severally liable under the Contract; or

1.8.3 if the Customer is a limited company, limited partnership or other incorporated organisation; you have authority to act on its behalf; or

1.8.4 if you are (or purport to be) a TPI; (i) you have a current, valid Authority to Sign and have asserted that you have express authority from your client to enter into this Contract; and (ii) if the Customer (or purported Customer) challenges the validity, legality, or enforceability of the Authority to Sign or the Contract you agree that you will be solely liable for any costs, charges or losses we incur as a result, and for the purposes of this clause 1.8, you have signed the Contract on your own behalf as principal and not solely as the Customer's (or purported Customer's) agent.

2 Third Party Intermediaries (TPIs)

2.1 We may deal with a TPI on your behalf where you have provided us with an Authority to Sign. For regulatory reasons, we may require that the TPI you have chosen is in a contractual relationship with us which may also

include commercial arrangements for payments based on referrals or recommendations of our products and services.

2.2 If you are a Micro-Business or a Small Business, we will only deal with TPIs acting for you which are registered with the Ombudsman Services' Alternative Dispute Resolution Energy Broker Scheme (the "**ADR Scheme**"). We will not accept an Authority to Sign or to deal with your account from a TPI which does not register for, or which is suspended or removed from, the ADR Scheme.

2.3 Where applicable we pay commission to a TPI when they procure a contract with us on your behalf. Commission to be paid by us to your TPI will show on your Business Supply Agreement.

3 Deemed Contracts

3.1 A Deemed Contract may exist between you and us where you have not signed a Business Supply Agreement with us (see definition of "**Deemed Contract**"). This might be because you have just moved into a property where we supplied the previous occupier, and we haven't yet had any contact with you. Where this happens, we will send a letter containing Principal Terms, terms and conditions and prices to the property, and will invite you to contact us to discuss an agreed contract.

3.2 Where a Deemed Contract exists these terms and conditions together with our Deemed Rates form the entire agreement between you and us.

3.3 Clauses 4 (Out of Contract Supply), 5 (Void Tariffs), 6 (Connection Conditions) , 7.2 to 7.4 (Supply Start Date), 24 (Micro-Businesses), 26 (Fixed Term Contracts) and 27 (Commercial New Installs) of these terms and conditions do not apply to Deemed Contracts.

Commencement

3.4 A Deemed Contract will exist from the date that you become responsible for a Site which we Supply or where Ofgem has appointed us as your Supplier.

3.5 You will be responsible for a Site:

3.5.1 as a tenant or occupier, from the earlier of the start date on your lease or the date that you occupied the Site; or

3.5.2 as a landlord, from the date that the tenant or occupier vacated the Site; or

3.5.3 from the date that you agreed to take responsibility for the Site; or

3.5.4 from the date that Ofgem appoints us as your Supplier; or

3.5.5 from the date when, for any other reason, you become responsible for the Site.

Deemed Rates

3.6 We will calculate your Charges based on our Deemed Rates. These are available on our website or on request and are expressed exclusive of VAT, CCL, GGL and any government-imposed taxes.

3.7 We review our Deemed Rates every quarter. Where there is a change to our Deemed Rates we will notify you in writing in advance. Where the rates are decreasing, we will endeavour to notify you in advance.

3.8 We may charge you at different rates to our standard Deemed Rates if circumstances reasonably require this.

Termination

3.9 Subject always to the provisions of clause 16 (Terminating the Contract), this Deemed Contract will terminate when either:

3.9.1 (subject to clause 7 – Supply) you enter into a Business Supply Agreement with us; or

3.9.2 you switch to an alternative Supplier; or

3.9.3 someone else becomes responsible for the Site; or

3.9.4 your Supply is Disconnected at your request and cost.

4 Out of Contract Supply

4.1 We may supply you on an Out of Contract Supply if you are on a Fixed Term Contract which comes to an end before you sign a new Business Supply Agreement with us. We may also place you on an Out of Contract Supply if you breach the terms of your Contract.

4.2 An Out of Contract Supply will constitute a rolling Contract, which remains effective until you either switch Suppliers or enter into a Business Supply Agreement with us.

4.3 Where an Out of Contract Supply exists these terms and conditions together with our Out of Contract Rates form the entire agreement between you and us.

4.4 Clauses 3 (Deemed Contracts), 5 (Void Tariffs), 6 (Connection Conditions) , 24 (Micro-Businesses), 26 (Fixed Term Contracts), and 27 (Commercial New Installs) of these terms and conditions do not apply to Out of Contract Supply.

Commencement

4.5 An Out of Contract Supply will start from the date that your Fixed Term Contract expires or is terminated by us.

Rates

4.6 We will calculate your Charges based on our Out of Contract Rates. These are available on our website or on request and are expressed exclusive of VAT, CCL, GGL and any government-imposed taxes.

4.7 We review our Out of Contract Rates from time to time. Where there is a change to our Out of Contract Rates we will notify you in writing in advance. Where the rates are decreasing, we will endeavour to notify you in advance.

Termination

4.8 Subject always to the provisions of clause 16 (Terminating the Contract), this Out of Contract Supply will terminate when either:

4.8.1 (subject to clause 7) you enter into a Business Supply Agreement with us; or

4.8.2 you switch to an alternative Supplier; or

4.8.3 someone else becomes responsible for the Site; or

4.8.4 your Supply is Disconnected at your request and cost.

5 Void Tariffs

5.1 We may (at our discretion) supply you on a Void Tariff if:

5.1.1 you are the owner or landlord of a property; and

5.1.2 your tenant or occupier has vacated the property; and

5.1.3 no new tenant or occupier has taken possession of the property.

5.2 Where this happens, we will send a letter containing Principal Terms and prices to the property.

5.3 Where we supply you on a Void Tariff, these terms and conditions together with our Void Tariff Rates form the entire agreement between you and us.

5.4 Clauses 3 (Deemed Contracts), 4 (Out of Contract Supply), 6 (Connection Conditions) , 7.2 to 7.4 (Supply Start Date), 24 (Micro-Businesses), and 27 (Commercial New Installs) of these terms and conditions do not apply to Void Tariffs.

Commencement

5.5 Where applicable, a Void Tariff contract will start on the later of the date that your property becomes vacant, or the date that you or your former tenant or occupier advises us that the property is vacant.

Rates

5.6 We will calculate your Charges based on our Void Tariff Rates. These are exclusive of VAT, CCL, GGL and any government-imposed taxes.

5.7 We review our Void Tariff Rates from time to time. Where there is a change to Void Tariff Rates we will notify you in writing in advance. Where the rates are decreasing, we will endeavour to notify you in advance.

Termination

5.8 Subject always to the provisions of clause 16 (Terminating the Contract), your Void Tariff contract will terminate when either:

5.8.1 (subject to clause 7) you enter into a Business Supply Agreement with us; or

5.8.2 you switch to an alternative Supplier; or

5.8.3 someone else becomes responsible for or moves in to the Site; or

5.8.4 your Supply to the property is Disconnected at your request and cost.

6 Connection Conditions

6.1 Our obligation to provide the Supply is conditional upon the following conditions being met and maintained during the Term:

6.1.1 there being an installed and operational meter and communications link for each Supply Point, or you have asked us to install an operational meter at each Supply Point;

6.1.2 where required to, you have paid a Security Deposit in accordance with clause 8;

6.1.3 where required, you have met any conditions precedent specified by us as necessary before Supply can commence;

6.1.4 where required, you have a Connection Agreement in place in respect of your electricity supply. If you are not required to have a Connection Agreement, then clause 6.2 will apply; and

6.1.5 where we have required you to, or have consented to you doing so, you have contracted directly with the relevant Agent. We may ask you to provide evidence of the relevant Meter Operator, Data Aggregator and/or Data Collector agreement(s).

6.2 **National Terms of Connection**
Where there is no Connection Agreement in place, Ecotricity may act on your behalf to enter into one in the form of the National Terms of Connection (NTC) with which you agree to comply. The Connection Agreement will take effect from the time that you enter into this Contract and affects your legal rights. The NTC is a legal agreement

setting out rights and duties in relation to the delivery or export of electricity to or from the Site. You can obtain a copy of the NTC, or raise any questions you might have about it, by writing to Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU, calling **020 4599 7700** or visiting their website **www.connectionterms.co.uk**

7 Supply

Supply Start Date

7.1 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 (subject to the rest of this clause 7) when we return our signed counterpart of your Business Supply Agreement.

7.2 Where Ecotricity has not previously supplied the Site, your Supply Start Date will be the date stated in the fully-executed Business Supply Agreement provided all of the Connection Conditions in clause 6 have been met and that none of the provisions in clause 7.3 or clause 7.4 apply.

7.3 Your Supply Start Date could be delayed if we have difficulties taking over your Supply from your current Supplier. This could arise if:

7.3.1 your current Supplier objects to you switching your Supply because you have not properly terminated your contract with them;

7.3.2 your current Supplier objects to you switching your Supply because they consider that you owe them money;

7.3.3 we have not been provided with all of the information we require to take over the Supply despite taking reasonable steps to obtain it;

7.3.4 you are connected to a private gas or electricity network and:

(a) a physical connection needs to be made to the Distribution Network for the electricity and/or gas and the connection has not been made yet; or

(b) your current Supplier has told you that your metering needs to be arranged in a certain way to allow another Supplier to start supplying you and your meter has not yet been changed to allow this;

7.3.5 you do, or do not do, something which prevents us from taking your Supply;

7.3.6 Ofgem prevents us from taking over your Supply; or

7.3.7 there are other circumstances reasonably beyond our control.

7.4 Your supply start date could also be delayed if you have not met a condition precedent specified by us, or you do not return your signed Business Supply Agreement by the deadline specified.

7.5 We may terminate this Contract immediately, without any liability to you, where we have been unable to take your Supply within a reasonable time from the Estimated Start Date set out in the Business Supply Agreement because:

7.5.1 we have been blocked from taking your Supply by your existing Supplier; or

7.5.2 one or more of the conditions in clause 7.3 or 7.4 applies

and, where you have a Fixed Term Contract with us, we may charge you an Early Termination Fee in accordance with clause 26.5.

Electricity Supply

7.6 The electricity supplied may be subject to the variations that are permitted by the Electricity Supply Regulations 1988 (as amended from time to time).

7.7 You must obtain our or, if we ask you to, the Network Operator's prior written agreement to install generating equipment on the Site, or to modify or exceed the design features of your connection. You will be required to pay all costs associated with these changes.

7.8 We will use all reasonable endeavours to Supply you with electricity generated from renewable sources. You acknowledge that, due to the nature of the electricity market, this may not always be possible. You shall have no recourse against us if any part of the electricity supplied to you comes from non-renewable resources.

Gas Supply

7.9 The gas supplied shall be at the pressure laid down in the Network Operator's code.

7.10 Your gas Supply may be interrupted or be of lower quality due to circumstances outside of our control or the control of the Network Operator.

7.11 We will use reasonable endeavours to ensure that a proportion of the gas supplied to you is sourced from renewable sources. You acknowledge that, due to the nature of the gas market, this may not always be possible. You agree that you shall have no recourse against us if the gas supplied to you, at any time, is from entirely non-renewable resources.

7.12 You agree that you will provide us with emergency contact details on our request. In an emergency, or if required to by law, we or the Network Operator may need you to stop using gas. When asked to you will use best endeavours to immediately stop using gas.

8 Security Deposit

8.1 We may ask you to pay us a Security Deposit as a condition of entering into, or continuing with, this Contract.

8.2 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 and you agree to top up the Security Deposit to its agreed original level on our request.

8.3 Provided that you do not owe any money on your account, we will repay your Security Deposit to you within 10 working days of the Termination of this Contract or at any other time in our discretion during the Contract. Before we repay the Security Deposit, we will deduct from it any sums due to us.

8.4 We do not pay interest on Security Deposits.

9 Our Charges

9.1 Except in the case of Deemed Contracts (see clause 3) and Out of Contract Supply (see clause 4), the Unit Rate, Standing Charge and, if relevant, any Pass Through Costs (together the 'Charges') for your Supply are set out in the Business Supply Agreement (or related schedules) and are expressed exclusive of VAT.

9.2 If we are supplying you with energy under a Pass Through Contract, the Unit Rate will just apply to the energy itself and a number of Pass Through Costs will be payable by you as an additional category of Charges. The specific position applicable to your Supply will be as set out in the Business Supply Agreement.

9.3 We will charge you for the amount of gas or electricity supplied to you in kilowatt-hours.

9.4 The Standing Charge will apply from the earlier of either:

9.4.1 in the case of a Deemed Contract, or Void Tariff supply the date that a Contract arises (see clause 3 and clause 5); or

9.4.2 in the case of a signed Business Supply Agreement or an Out of Contract Supply, your Supply Start Date;

and applies whether or not the meter is energised.

9.5 In addition to the Charges, we will charge you for any additional third-party costs for example where you have asked us to move a meter or the cost of meter testing (clause 13.10).

9.6 Where you receive electricity the times that any evening/night/weekend or peak rate applies are prescribed by the Network Operator and cannot be amended by us.

9.7 For Half-Hourly supplies, Charges also exclude any DUOS Capacity Charge, Excess Capacity Charge & Reactive Power Charge. Meter maintenance and Data Collector costs will be charged unless you have previously notified us that you have a separate agreement in place for these costs.

Varying the Charges

9.8 Unless you are on a Fixed Term Contract, we may vary your Unit Rate and/or Standing Charge on reasonable notice. If we do so we will send you a communication confirming the new prices and advising you of our intention.

9.9 We may vary our Deemed Rates, Out of Contract Rates or Void Tariff Rates at any time on reasonable notice.

9.10 We may vary any of our prices or provide for an additional Charge, on reasonable notice where:

9.10.1 any information provided by you to us, or by anyone acting on your behalf, is incorrect (including any information used to calculate the Estimated Annual Consumption);

9.10.2 there is an error in the Unit Rate or Standing Charge that we have quoted to you, and that error should have been reasonably evident either to us or you;

9.10.3 there are legislative changes or new taxes, charges, levies or duties related to the Supply imposed on us and which affect our costs of providing the Supply to you;

9.10.4 any other obligation or cost imposed on us, which affects our costs for complying with our obligations under this Contract, changes or is revised, updated, or introduced to our Supply Licences (including but not limited to deviation from or conformity with an Ofgem 'minded to' decision), the Relevant Law, the BSC and/or any other relevant Industry Documents or agreements; or

9.10.5 there is a change in the way your Network Operator, or the operator of any Transmission System, calculates its charges.

Estimated Annual Consumption

9.11 If at any time during an Annual Consumption Period any circumstances occur in relation to any Site which are likely to result in a significant increase or decrease in consumption of electricity over the Annual Consumption Period, you must tell us about these as soon as possible.

9.12 At the end of each Annual Consumption Period, we will compare your actual consumption during that period to the Estimated Annual Consumption. If your actual consumption of electricity at the Site(s) during the Annual Consumption Period is more than 20% above or below the Estimated Annual Consumption (Variance), we will be entitled to recover our additional costs from you as set out in clauses 9.13 and 9.14 below.

9.13 If your actual consumption during an Annual Consumption Period is more than 20% below the Estimated Annual Consumption, our compensation will be the relevant shortfall (so the amount by which actual consumption is below 20% of the Estimated Annual Consumption) multiplied by the Unit Rate. We will reduce the compensation payment by the amount of any Pass Through Costs which would have been applicable to the shortfall if actually supplied, but which, acting reasonably, we are able to avoid incurring. By way of example only:

Gas
Above upper tolerance limit: system marginal buy price * (actual consumption – upper tolerance limit)

Below lower tolerance limit: system marginal sell price * (actual consumption – lower tolerance limit)

Electricity
Above upper tolerance limit: system buy price * (actual consumption – upper tolerance limit)
Below lower tolerance limit: system sell price * (actual consumption – lower tolerance limit)

9.14 If your actual consumption during an Annual Consumption Period is more than 20% higher than the Estimated Annual Consumption, our compensation will be calculated from the point in the Annual Consumption Period when total consumption went past 120% of the Estimated Annual Consumption, using the price payable for electricity for each of the remaining days in that Annual Consumption Period adjusted upward in the manner described in clause 9.15.

9.15 Where on any of the days in question the Spot Price is higher than the Forward Price, we will be entitled to increase the price above the Fixed Price to reflect the difference between the Spot Price and the Forward Price.

9.16 Where the arrangements described in clauses 9.14 mean that we are entitled to an increased price for certain days, but we have previously invoiced you for any of these days on the basis of the Fixed Price, we will be entitled (as our relevant compensation for actual consumption exceeding the Estimated Annual Consumption by more than 20%) to recover from you an appropriate top-up payment for the days in question.

9.17 Once we have calculated any compensation that is payable under clauses 9.13, 9.14 or 9.15, we will be entitled (at our option) either to send you a specific invoice for this compensation or to include the compensation as an extra item in the next standard invoice we raise under clause 10.

10 Invoices

10.1 We will endeavour to send you an invoice at least quarterly.

10.2 Your invoice will detail:

10.2.1 the amount due for the Charges;

10.2.2 any interest or late payment fees calculated in accordance with clause 11.3; and

10.2.3 any other charges or costs we are entitled to charge you under this Contract, taxes (including VAT), CCL, GGL and levies.

10.3 We will usually 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. Any necessary account adjustment identified by a subsequent meter reading will be taken into account on the following invoice, or otherwise as soon as reasonably practicable.

10.4 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, and you will pay invoices based on this estimated reading in accordance with the Payment Terms until such time as you provide an actual reading or raise a legitimate dispute against the estimated reading.

10.5 Where a meter reading has been obtained this will be conclusive evidence of your consumption in order for us to calculate your bill unless the meter is found to be recording inaccurately.

10.6 If your meter fails to register any usage for any period of time, you agree to pay us for the amount that we reasonably estimate you have used until such time as an actual reading can be obtained.

11 Payment Terms

11.1 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.

11.2 Your Payment Terms are set out in the Business Supply Agreement. Where you are on a Deemed Contract or otherwise do not have a valid Business Supply Agreement, your Payment Terms are 14 days. A failure to comply with the Payment Terms will be considered a material breach of this Contract.

11.3 If you do not pay any sum due within the Payment Terms we shall be entitled to charge you:

11.3.1 interest on the amount you owe us at the rate of interest provided for by Late Payment Legislation from the end of the Payment Term to the date that we receive your payment in full;

11.3.2 a late payment fee of up to £100 as provided for by Late Payment Legislation;

11.3.3 all reasonable legal and debt recovery costs incurred by us to recover the sums which you owe to us, including third party and administration costs; and

11.3.4 any other reasonably necessary charges incurred by us in recovering sums you owe us, including charges for site visits;

and we may also terminate your Contract (see clause 16 Terminating the Contract) and place you on an Out of Contract Supply, or Disconnect or De-energise your Supply.

11.4 We may use any sum you pay us to offset sums that are owing to us as follows:

11.4.1 we may allocate your payment against the oldest sum due even if you tell us that the payment related to another amount you owe to us;

11.4.2 if you are in credit in relation to a particular Supply or Site we may allocate this credit against a debit balance on another part of your account or against another Site e.g. if your gas account is in credit, we can use this credit to pay off a debit on your electricity account and vice versa;

11.4.3 if we receive a payment intended to pay for more than one Supply or Site, we may allocate this payment to different accounts against the oldest sums which you are due to pay us; or

11.4.4 we may allocate your payment to topping up any Security Deposit.

11.5 If you pay a fixed amount each month by direct debit, we may on reasonable notice to you:

11.5.1 periodically adjust the monthly direct debit amount in response to your actual energy consumption; and

11.5.2 adjust the final direct debit amount we take when this Contract comes to an end to take into account any sums we reasonably estimate to be due.

12 Refunds

12.1 We aim to refund any overpaid Charges owing to you at the end of your Contract in a timely manner. We do not pay interest on overpaid sums.

12.2 Where we have your bank details, any credit balance will be refunded to those bank details within 10 working days.

12.3 If we do not have your bank details and you have credit left on your account after calculating the final amount that you owe us and deduction of any security deposits held and any outstanding debts or charges owed to us under or in connection with this Contract, we will take reasonable steps to contact you to return this credit. If your contact details change it is your responsibility to update us. If we do not have your new contact details we will

make reasonable attempts to contact you based on our records. This may include emailing, phoning and/or writing to you, and we may also use a third-party tracing company.

12.4 If we do not have your bank details and have not been able to contact you, and you have less than £10 of credit left on your account, your credit balance will be donated to our chosen charity.

12.5 We may donate to our chosen charity a credit balance of £10 or more if:

12.5.1 we have taken reasonable steps to contact you; and

12.5.2 twelve months have passed since we issued your final bill.

13 Metering

13.1 You represent, warrant and undertake to us that the Supply at each Supply Point shall be measured by a meter, which must be:

13.1.1 installed at the Supply Point (unless we agree otherwise);

13.1.2 operated and maintained by a Meter Operator;

13.1.3 in proper working order and suitable for measuring the Supply; and

13.1.4 compliant with all legislation, regulations and codes applicable from time to time.

13.2 If at any time during this Contract you are found to be in breach of clause 13.1. and fail to resolve the breach within a reasonable time, we reserve the right to appoint our own Meter Operator to ensure that the provisions of clause 13.1 are met, and you shall be liable to us for the associated costs.

13.3 You must not damage or tamper with your meter. If you do, we will charge you for the reasonable costs associated with repairing or replacing the meter and will charge you for the electricity and/or gas we reasonably estimate has been consumed. We may also Disconnect or De-energise your Supply.

13.4 To the extent that the meter is owned or controlled by you or by a third party contracted by you, you shall, or shall procure that the third party shall, at all times maintain the meter and ensure it is in good working order. Further, you are responsible for and must maintain all pipes, wires, cables, equipment and fittings after the point that the Supply leaves your meter and the meter has recorded it. You will indemnify us against loss of any nature incurred by us as a result of your breach of this clause 13.4.

13.5 Where your meter is deemed to be UMS, you will comply with the regulations associated with this Meter type and, where applicable, will pay charges associated with UMS as they are passed on to you from time to time.

Electricity Supply

13.6 Where permitted by paragraph 2(2) of Schedule 7 of the Electricity Act 1989 the parties agree that any meter installed for the purpose of recording electricity consumption may not be certified.

13.7 If you have a Half-Hourly Meter then clause 25 (Half-Hourly Metering) below also applies.

13.8 If you do not have a Half-Hourly Meter and your maximum demand exceeds your Authorised Supply Capacity, or we advise you that you have exceeded an average of 100 kw over your three months of highest consumption or a change in industry rules makes it necessary:

13.8.1 a Half-Hourly Meter will be installed (at your cost unless you are a Micro-Business) and data will be taken half hourly;

13.8.2 it will be your responsibility to agree a new Authorised Supply Capacity directly with the Network Operator;

13.8.3 the additional terms and conditions at clause 25 will apply; and

13.8.4 your current Contract will end and we will requote your account based on half-hourly charges or, if reasonable to do so, place you on our Out of Contract Rates. If you are a Micro-Business on a Fixed Term, then you will remain on your current Contract which will expire automatically. Unless you have entered into a new Contract with us, we will place you on our Out of Contract Rates.

For the avoidance of doubt, where your meter is moved to Half Hourly setup as part of the Market Wide Half-Hourly Programme, and you are a Micro-Business customer, we reserve the right to review and re-price your contract accordingly.

Gas Supply

13.9 In accordance with section 17 of the Gas Act 1989 the parties agree that any meter installed for the purpose of recording gas consumption will be certified and stamped by Ofgem or an approved meter examiner.

Meter Accuracy

13.10 Either of us can ask for a meter to be tested to make sure that it is recording your usage accurately:

13.10.1 if the meter is found to be recording within the Permitted Tolerances the party that requested the accuracy test will bear the cost of the testing; but

13.10.2 if the meter is found to be recording outside the Permitted Tolerances then the meter shall be recalibrated or replaced and we will bear the cost of the accuracy test and recalibration or replacement except in the circumstances in clause 13.11 below.

13.11 If your Metering Equipment is or appears to be running backwards or is in any way failing to record your usage accurately due to the installation of micro-generation at the Site, then you must notify us immediately and you will bear our reasonable costs associated with the repair or replacement of the Metering Equipment.

13.12 In the event of the circumstances set out in clauses 13.10 or 13.11 we will charge you for the electricity and/or gas we reasonably estimate has been consumed.

Access to the Meters

13.13 When we ask you to, you will allow safe access to the Metering Equipment on the Site to the following:

13.13.1 us;

13.13.2 our agents;

13.13.3 the Network Operators;

13.13.4 a Competent Authority; and

13.13.5 any other person nominated by us.

13.14 We will always try to give you 24 hours' notice of our intention to access the Metering Equipment. You agree that sometimes, including where there is a risk to property or life, we might not be able to do this.

13.15 You agree to allow the parties in clause 13.13 immediate access to the Site:

13.15.1 to install, repair, replace or remove any Metering Equipment;

13.15.2 to install repair, replace or remove any communication link to or from any Metering Equipment (including any relevant equipment which is needed to enable any of the parties set out in clause 13.13 to obtain data from and/or send signals/instructions to any Metering Equipment remotely);

13.15.3 to read, test or inspect any Metering Equipment;

13.15.4 to disconnect, reconnect, de-energise or reenergise a Supply;

13.15.5 at any time in the case of an emergency;

13.15.6 for the purpose of detecting, investigating and preventing theft of electricity and/or gas; and

13.15.7 for any other reason permitted under the terms of our Supply Licences.

13.16 You must ensure that neither you, nor any representative or employee, does or fails to do anything that will prevent or impede access to the Site. If you do you agree that you will pay any costs associated with the failed visit.

13.17 If we miss a scheduled meter visit for any other reason, we will pay you a sum in compensation if required to do so by the requirements of our Supply Licence. Please see our website for details.

13.18 You are responsible for, and will keep in good repair, all pipes, wires, cables, equipment and fittings after the point that the Supply leaves the Metering Equipment and the Metering Equipment has recorded it.

Smart Metering

13.19 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.

13.20 If we have made an appointment for a Smart Meter to be installed, you agree to provide us with contact details for each Site and agree that someone over the age of 18 will be available at the appointment time to provide our agents with access to install. You must give us not less than 48 hours' notice of a change of time or cancellation. If for any reason we are unable to gain access to the Site, or you have not contacted us to change the appointment more than 48 hours before, we will recover from you all of our costs associated with the failed visit.

13.21 You agree that we may use the Smart Meter's functions to manage your account and:

13.21.1 take meter readings every half hour;

13.21.2 monitor your usage at any time;

13.21.3 repair and update the Smart Meter;

13.21.4 De-energise your Supply under clause 14; and

13.21.5 identify any faults or interference with the Smart Meter.

13.22 If for any reason the Smart Meter fails to record your usage, fails to record your usage accurately, or 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 and will require you to submit monthly meter readings.

13.23 If for any reason we are unable to communicate with your Smart Meter you agree to have a hard line communication link to your Metering Equipment installed at your own cost. Further, you agree to arrange the installation of the hard-line communication link within 10 (ten) working days of us notifying you that the communication link is not available.

14 Disconnection or De-energisation of the Supply

14.1 We may Disconnect or De-energise your Supply where:

14.1.1 you are in breach of any of the terms of this Contract, including where we terminate the Contract because you have failed to pay us any sums properly due under this Contract within the Payment Terms;

14.1.2 we reasonably believe that your Supply Point or Metering Equipment has been tampered with;

14.1.3 such action is necessary in the case of an accident, emergency or to avoid danger to property or person;

14.1.4 we are required to do so by an Authority or a Court of competent jurisdiction;

14.1.5 it is necessary for the inspection, maintenance or repair of the meter or distribution; or

14.1.6 you ask us to.

14.2 Where you have asked us to Disconnect or De-energise a Supply, we will notify you of the costs before commencement, and you will be responsible for the notified costs.

14.3 We may Disconnect a Supply that was De-energised and which has remained continuously De-energised for a period of 3 months or more.

14.4 Where we intend to Disconnect or De-energise the Supply under clause 14.1.1 or clause 14.1.5, we will give you not less than 28 days' notice.

14.5 Where the Supply has been Disconnected or De-energised we will not reconnect or re-energise until the circumstances giving rise to Disconnection or De-energisation have been remedied to our satisfaction and you have paid our reasonable costs (including any third party charges). We may, in addition, require you to pay a Security Deposit.

15 Objection to Transfer

15.1 We may object to you transferring to another Supplier where:

15.1.1 your account is in Arrears (unless you are on a Deemed Contract);

15.1.2 your new Supplier has contacted us, and we have agreed that the application was made by mistake;

15.1.3 your new Supplier's application relates to a metering point which is a Related Meter and the new Supplier has not applied to register all of the Related Meters on the same working day for the same start date; or

15.1.4 you have asked us to do so.

15.2 We will object to you transferring to another Supplier where the date that your Supply would start with your new Supplier falls within a Fixed Term.

16 Terminating the Contract

16.1 Unless you are within a Fixed Term you may terminate this Contract at any time by giving us 28 days' written notice provided that:

16.1.1 you have paid us all sums that are owed to us; and

16.1.2 on the final day of the notice period your Supply is switched to an alternative Supplier or is Disconnected or De-energised.

16.2 You do not have to provide notice in accordance with clause 16.1 where:

16.2.1 you intend to switch at the end of a Fixed Term Contract;

16.2.2 you are on a Deemed Contract; or

16.2.3 you are on an Out of Contract Supply further to the expiry of a Fixed Term Contract;

16.2.4 you are on a Void Tariff.

Change of Tenancy

16.3 If you cease to be the owner or occupier of the Site within the first quarter of a Fixed Term, then clause 26.9 (Early Termination Fee) will apply. If you cease to be the owner or occupier of the Site at any other time, then you should give us not less than 28 days prior notice providing:

16.3.1 the date on which you ceased or will cease to be the owner or occupier of the Site;

16.3.2 reasonable evidence of the change of ownership or occupation; and

16.3.3 where possible the name and address of the new owner or occupier of the Site.

16.4 If you fail to provide notice under clause 16.3 then without prejudice to our other rights under this Contract, we shall continue to charge you for the Supply until the earlier of:

16.4.1 the date on which the new owner or occupier accepts responsibility for our Charges;

16.4.2 the date on which an alternative Supplier has been Registered;

16.4.3 the date on which we Disconnect or De-energise the Supply;

16.4.4 ten (10) working days from receipt of notification (supported by reasonable evidence), from you or a third party, that you have ceased to own or occupy the Site; or

16.4.5 the expiry of any Fixed Term.

Other termination events

16.5 We may terminate this Contract immediately at any time if:

16.5.1 you have a Fixed Term Contract and any of the conditions in clause 6.1 (Connection Conditions) have ceased to be met at any time during that Fixed Term;

16.5.2 you have failed to pay us any sums properly due under this Contract within the Payment Terms set out in clause 11;

16.5.3 you are in material breach of this Contract for any other reason than breach of Payment Terms, and such breach is not capable of remedy;

16.5.4 you are in material breach of this Contract for any reason other than breach of Payment Terms and such breach is capable of remedy but you failed to remedy the breach to our satisfaction within fourteen (14) days of receiving notice from us to do so;

16.5.5 you are the subject of an Insolvency Event;

16.5.6 you are in material breach of a Connection Agreement, the CUSC, the BSC, the MRA, the Grid Code or any Relevant Law;

16.5.7 you have persistently failed to comply with your obligations under this Contract; or

16.5.8 we reasonably believe that you are or are likely to become subject to financial difficulties which will substantially affect your ability to meet your payment obligations under this Contract.

16.6 You may terminate this Contract immediately at any time if:

16.6.1 our Supply Licences are withdrawn; or

16.6.2 we are the subject of an Insolvency Event.

16.7 Ofgem can withdraw our Supply Licences in limited circumstances. So that you do not lose Supply, if this happens Ofgem will require another Supplier to take over your Supply (a "Last Resort Supply Direction"). This Contract will automatically terminate on the date that the Last Resort Supply Direction takes effect, and you will transfer on to the new Supplier's deemed rates.

16.8 Termination of this Contract will not affect your or our accrued rights, remedies, obligations or liabilities existing at Termination.

17 Force Majeure

17.1 With the exception of your payment obligations under clause 11 and any obligations to indemnify us under the terms of this Contract, and provided that the notice requirements at clause 17.2 are complied with, if either we or you (in each case, an "Affected Party") are prevented, hindered or delayed in or from performing any of the obligations under this Contract by a Force Majeure Event, the Affected Party's obligations under the Contract shall be suspended without liability whilst the Force Majeure continues.

17.2 The Affected Party shall:

17.2.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

17.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

17.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than ninety (90) days, the party not affected by the Force Majeure Event may terminate this Contract by giving 1 (one) month's written notice to the Affected Party.

18 Liability

18.1 We provide no warranty or guarantee as to the reliability or the quality of a Supply.

18.2 Subject to clauses 18.3, 18.7, 25.5 and 25.7.2 (Indemnities) and any other provision of this Contract which expressly provides for an indemnity or payment of costs or charges, a Party ("**Party Liable**") shall only be liable for loss directly resulting from any breach of the Contract which results in physical damage to the property of the other party.

18.3 The liability of the Party Liable for loss or damage as described at clause 18.2 shall be limited to the lower of either:

18.3.1 six times the average monthly Invoice payable by you under this Contract; or

18.3.2 £1 million;

per incident or series of related incidents.

18.4 We shall be entitled to deduct from any compensation payable to you by us the value of any compensation paid, or payable, to you by the Network Operator under a Connection Contract.

18.5 Nothing In this Contract will operate to exclude or limit the liability of either Party which cannot be excluded or limited by law.

18.6 Except in the circumstances set out in clauses 9.11 to 9.17, or as otherwise expressly provided in these terms and conditions, neither a Party, nor its respective officers, employees or agents shall in any circumstances whatsoever be liable to the other party for:

18.6.1 any loss of profit, loss of revenue, loss of use, loss of contract, loss of opportunity, loss of saving or loss

of goodwill; or

18.6.2 any special indirect or consequential loss; or

18.6.3 any loss resulting from loss or corruption of or damage to data stored electronically and/or computer software.

18.7 Nothing In this clause 18 shall exclude or restrict or otherwise prejudice or affect any of:

18.7.1 the rights, powers, duties and obligations of either party which are conferred or created by the Relevant Law or Supply Licence; or

18.7.2 the rights, powers, duties and obligations of any Competent Authority under the Relevant Legislation, any licence or otherwise.

18.8 Each of the paragraphs of this clause 18 shall:

18.8.1 be construed as a separate and several Contract term, and if one or more of such paragraphs is held to be invalid, unlawful or otherwise unenforceable the other paragraphs shall remain in full force and effect and shall continue to bind the parties; and

18.8.2 survive Termination of this Contract.

18.9 We accept no liability in respect of any modification made to the Metering Equipment or the Distribution Network and notwithstanding the other provisions of this clause 18, you agree to indemnify us against all costs, losses, claims, demands and expenses which we suffer or incur as a result of any such modification.

19 Confidential Information

19.1 Subject to clause 19.2, neither party shall disclose Confidential Information without the prior written consent of the other party, at any time after the date of the Contract and for a period of two (2) years from the date on which the Contract was terminated for whatever reason.

19.2 Notwithstanding clause 19.1, a party may disclose Confidential Information:

19.2.1 in order to fulfil their obligations under the Contract; or

19.2.2 to comply with any requirement of law, licence, code, authorisation or consent (including but not limited to any industry document) necessary to permit the Supply or to enable either party to comply with its obligations under any agreement relevant to the Supply;

19.3 You agree that we may share information (including Confidential Information) about you and your account with our Group Companies, debt collection agencies, and credit reference agencies (who may use the information for credit scoring purposes). When we ask a credit reference agency to carry out a search they may record this on your credit file. You also agree that we may share information with other energy industry bodies and with other agencies for the purposes of managing your account.

19.4 You consent to your previous Supplier disclosing any information regarding the Supply Points that is necessary to enable us to take Supply and you consent to us providing any information necessary regarding the Supply Points to any Incoming Supplier.

20 Complaints

20.1 If you need to make a complaint or would like to see our complaints procedure, please visit **www.ecotricity.co.uk/complaints** or call us on **0345 230 6102**.

20.2 If you are a Micro-Business or a Small Business, you may, where we have been unable to resolve your complaint

within a set period, be entitled to contact the Energy Ombudsman. You will need a Deadlock Letter from us to be able to take this step.

21 Notices

21.1 Any notice given to a party under or in connection with this Contract shall be in writing and shall be delivered:

21.1.1 by hand or by pre-paid first-class post or other next working day delivery service at its Registered office (if a company) or its principal place of Business in any other case; or

21.1.2 by email to an address provided for that purpose.

21.2 Provided that a notice has been served in accordance with clause 21.1 then notice shall be deemed to have been received:

21.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

21.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service; or

21.2.3 if delivered by email the next working day after the time of transmission.

22 General Provisions

22.1 You warrant that the information that you or your agent have provided to us is true and correct and shall remain so through the term of this Contract.

22.2 If any Court or Competent Authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected. If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

22.3 Any waiver by either you or us of a breach of this Contract must be in writing and shall not be construed as a waiver of any further breach of the same or any other provision.

22.4 You may not assign or transfer this Contract without our written consent.

22.5 We may assign, transfer or novate all or any part of this Contract to another Supplier without your consent (provided that the proposed Supplier holds a suitable Supply Licence or is exempt from doing so). You agree to sign any novation agreement presented to you by us, provided that such novation is proposed on reasonable terms.

22.6 Unless expressly stated otherwise you and we do not intend that any part of this Contract should be enforceable by any person who is not a party to it and agree to exclude the provisions of the Contract (Rights of Third Parties) Act 1999.

22.7 This Contract constitutes the entire agreement between you and us for the Supply. This Contract replaces and cancels any previous drafts, agreements, action, statement, warranties and arrangements of any kind whether in writing or not.

23 Governing Law and Jurisdiction

23.1 Where you are a limited company, limited partnership, sole trader, partnership or unincorporated body trading in England and Wales then this Contract is governed and construed with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

23.2 Where you are a sole trader, partnership or unincorporated body trading in Scotland then this Contract is governed and construed with Scottish law and the parties agree to submit to the exclusive jurisdiction of the Scottish Courts.

Special Terms

24 Micro-Businesses

24.1 If you are a Micro-Business then this is a Micro-Business Contract, and the provisions of this clause 24 apply in addition to the rest of the obligations under this Contract. We may ask you to provide evidence that you are a Micro-Business.

24.2 We have a right to make certain changes to these terms and conditions. If we make a change to these terms and conditions that is of significant disadvantage to you, you can end this Contract (where you are on our Green Tariff) by giving us 28 days written notice, within 28 days of us notifying you of the changes, provided that on the final day of the notice period your Supply is switched to an alternative Supplier or is Disconnected/De-energised.
If your Supply is De-energised we will continue to charge you for the Standing Charge only. If you do not give us notice, or your Supply has not been switched to another Supplier, we will continue to Supply you until the end of the Fixed Term on the new terms.

24.3 Where you are on a Fixed-Term contract, we will send you a renewal notice on or around 60 days before the end of your Fixed Term.

24.4 We will not Backbill a Micro-Business for energy supplied more than 12 months prior to the date of invoice, unless you have obstructed our ability to bill you.

25 Half-Hourly Metering

25.1 If you have a Half-Hourly Meter, then the provisions of this clause 25 apply in addition to the rest of your obligations under this Contract.

25.2 For the avoidance of doubt, the lawful basis on which we rely to process your Half-Hourly Metering Data for settlement purposes under the BSC is performance of a legal obligation.

Customer's obligations

25.3 You represent, warrant and undertake that throughout the term of this Contract you will:

25.3.1 in relation to your electricity Supply and, as far as they apply to you, comply with the Distribution Code and the Grid Code;

25.3.2 at all times be a party to, and comply with, the Connection Agreement and any other agreement that you are required to enter into under the Connection Agreement; and

25.3.3 in addition to your obligations under the Connection Conditions, comply with any other conditions that we reasonably consider necessary to enable us to continue to provide the Supply where a Change has been made to the Supply Licence, any Relevant Law, the BSC, the DCUSA, the UNC and any other relevant industry code or practice.

25.4 Your demand for electricity at a Supply Point must not, at any time, exceed the Maximum Power Requirement.

25.5 In the event you are in breach of clause 25.3 or 25.4 you agree to indemnify us fully for all costs, losses or liabilities incurred as a consequence, including any charges, penalties or interest imposed by the Network Operator or, if the Site is directly connected to a Transmission System, the operator of the Transmission System.

Appointment of Agents in respect of your Electricity Supply

25.6 You may nominate, or we may ask you to contract directly with an accredited Meter Operator, Data Collector and Data Aggregator (such Agents to be reasonably acceptable to us) for the Supply Point. If you chose not to or fail to appoint such Agents, then we will do so at your expense. If you chose to appoint Agents directly then it is

your responsibility to provide us with their correct details. If you do not provide details or you provide inaccurate information, then you agree to compensate us for any losses we incur as a direct result.

25.7 In the event that you appoint your own Agent:

25.7.1 you shall procure that your Agent indemnifies us against any loss or expense (including penalties imposed under the BSC) suffered by us as a result of:

(a) the Agent's failure to satisfactorily provide, install or maintain any Metering Equipment in accordance with all Relevant Law, codes of practice, requirements of the BSC or Network Operator; or

(b) the Agent's removal of or exchange of any Metering Equipment without our consent or in a way which causes us to contravene the provisions of any agreement with our own Agents;

25.7.2 where the Agent has not provided such an Indemnity then you agree to Indemnify us for any cost, losses or liability arising from the Agent's failures under clause 25.7.1. You must give us at least one (1) month notice of any Change of Agents; and

25.7.3 if your Contract with an Agent terminates for whatever reason including where the Agent ceases to have the appropriate accreditation, we shall be entitled to appoint an alternative Agent. You agree that you will pay the costs of that Agent and our reasonable costs incurred in appointing them;

25.7.4 and the Agent fails to perform the relevant services to our reasonable satisfaction in accordance with industry standard, we reserve the right to appoint our own Agent at your expense.

25.8 If at any time before or after the Supply Start Date you wish us to contract directly with the Agent you have nominated, you shall endeavour to notify us of the name and contact details of the nominated Agent(s) at least one (1) month prior to the proposed date of the appointment. Subject to us agreeing to contract with your nominated Agent you shall:

25.8.1 pay to us any additional costs or charges we may incur as a result of such arrangement;

25.8.2 procure the compliance by such Agent(s) with any standards and conditions required by us in respect of the provision of the Agent Services as may be notified by us to you in writing (including under this Contract);

25.8.3 indemnify us for all costs, losses and liabilities reasonably or directly incurred by us as a result of our contracting with, and subsequent registration of, your nominated Agents; and

25.8.4 undertake not to contract with any additional Agent to perform the relevant Agent Services.

25.9 We shall not be liable to you for any losses of data or for any costs or charges incurred by you as a result of any failure or delay by you in nominating and contracting with any Agent under this Contract.

25.10 Except where expressly provided, you shall be responsible for, and shall bear all costs associated with, all meters and you shall indemnify us in respect of costs, charges, expenses, claims, proceedings, losses, demands or liability of any nature (including any liquidated damages we have to pay under the BSC) which we may suffer or incur as a result of any fault or failure in a Meter, any act or omission by you, any act or omission of your Agents and/or any act or omission of the Network Operator in performing any obligation under the BSC to a reasonable standard.

25.11 Where you have contracted with an Agent directly you shall procure that the Agent will provide us with any information regarding the Supply which we require to discharge our obligations under any Relevant Law, our Supply Licences or Industry requirement (including as applicable the BSC, the DCUSA and/or the MRA) within such timescales as we may require.

Charges and Triad Charges

25.12 If you have a Half-Hourly Meter and you do not have a fully inclusive Fixed Price, you will also be responsible for the Pass Through costs.

25.13 If you have a Half-Hourly Meter, we may invoice you for, and you will be liable to pay, DUOS Capacity Charge, Excess Capacity Charge & Reactive Power Charge. If you have not notified us that you have a separate agreement or agreements in place in respect of Meter maintenance and Data Collector costs, we will invoice you for, and you will be liable to pay, our charges for these services.

25.14 If you are required to pay Triad Charges they will be invoiced monthly and will be calculated using data from National Grid Plc. We will reconcile the charges on receipt of accurate data in March of each year and any adjustment will show in the following month's invoice.

26 Fixed Term Contracts

26.1 If you have agreed a Fixed Term Contract with us, the provisions of this clause 26 shall apply in addition to the rest of your obligations under this Contract.

26.2 Our obligation to Supply you on the terms of your Fixed Term Contract shall automatically end on the expiry of the Fixed Term.

26.3 If you have not agreed to renew your Business Supply Agreement with us under clause 26.11 (Renewals) before the end of the Fixed Term, and do not switch to another Supplier at that time, then we will place you on an Out of Contract Supply and charge you in accordance with our Out of Contract Rates.

26.4 If we subsequently agree a Contract renewal with you, we are under no obligation to back date the Contract.

Early Termination Fee

26.5 We may charge you an Early Termination Fee where, either in relation to some or all of the Supply Points listed in the Business Supply Agreement:

26.5.1 we have been prevented from taking Supply in the circumstances set out in clause 7.3 (Delay to Supply Start Date) above;

26.5.2 you have switched your Supply to an alternative Supplier before the Fixed Term has expired; or

26.5.3 you have ceased to be the occupier/owner of the Site during the first quarter of the Fixed Term in the circumstances set out in clause 26.9 below.

26.6 Where clause 26.5 applies then the Early Termination Fee will be calculated as follows:

26.6.1 £100 administration fee; and

26.6.2 25% of the Estimated Annual Consumption at the terminated Supply Point/s divided by 12 and multiplied by the number of complete months remaining under the Fixed Term.

26.7 Where we terminate this Contract or any Supply under it in accordance with clause 16.5 (Other Termination Events) before the end of the Fixed Term then the Early Termination Fee will be calculated as follows:

26.7.1 £100 administration fee; and

26.7.2 100% of the Estimated Annual Consumption at the terminated Supply Point/s divided by 12 and multiplied by the number of complete months remaining under the Fixed Term.

26.8 For the avoidance of doubt, termination of Supply to some, but not all, of the Supply Points listed in the

Business Supply Agreement shall not affect the validity of this Contract (which shall remain in full force and effect) in relation to the remaining Supply Points.

Changes of Tenancy

26.9 If you cease to be the owner or occupier of the Site within the first quarter of the Fixed Term, we may terminate this Contract and charge you an Early Termination Fee under clause 26.5.3. We may waive the Early Termination Fee if you appoint us as your Supplier at the Site that you move to.

26.10 If you cease to be the owner or occupier of the Site any time after the end of the first quarter of the Fixed Term, clause 16.3 (Change of Tenancy), above, shall apply.

Renewals

26.11 We will endeavour, before the expiry of the Fixed Term, to send you notice that your Fixed Term is due to expire, and will either:

26.11.1 invite you to enter into a further Fixed Term Business Supply Agreement; or

26.11.2 confirm that you will move on to an Out of Contract Supply following the expiry of your Fixed Term, and the start date of that Out of Contract Supply.

26.12 Where we offer you a new Fixed Term Business Supply Agreement, the start date specified in the new Business Supply Agreement shall be indicative only, and shall only be confirmed when:

26.12.1 you have returned a signed counterpart of the Business Supply Agreement by the deadline specified; and

26.12.2 you have received a signed counterpart from us.

We will not be responsible for any loss, however arising, as a result of any delay to your Supply Start Date due to your delay in returning your signed Business Supply Agreement to us, and you acknowledge that you will be supplied on the basis of an Out of Contract Supply during any period between the end of one Fixed Term Contract and the start of another and our Out of Contract Rates shall apply until:

26.12.3 the commencement date of a new Business Supply Agreement;

26.12.4 you switch to an alternative Supplier; or

26.12.5 your Supply is Disconnected.

26.13 Where your Fixed Term Contract expires, and:

26.13.1 either (i) we have been unable to make contact with you or (ii) for any other reason we have not agreed a new contract with you; and

26.13.2 either (i) we have not been informed that you are transferring to another Supplier or (ii) we are entitled to object to a transfer to another Supplier for any of the reasons given in clause 15.1;

your supply will be subject to our Out of Contract Rates from the date of expiry of the Fixed Term Contract. Where this happens, we will notify you in writing.

27 Commercial New Installs

27.1 This paragraph 27 applies to Commercial New Installs. A Commercial New Install is the installation of an electricity or gas meter at a Supply Point at a property used wholly or mainly for Business Purposes, for which you are responsible, and where there is either no meter installed, or the installed meter has been De-energised.

27.2 In applying for a Commercial New Install, you warrant that the property is suitable for the installation (or re-

energising, as appropriate) of an electricity and/or gas meter, and that there is either no live meter in operation at the property, or you intend to install another meter at the property.

27.3 If your site has been De-energised, you will only be accepted for reconnection where you can provide evidence that you are a new customer. Re-energising is subject to a connection fee, which will be quoted before you contract with us.

Installations

27.4 You can choose whether you want us to install your meter(s) using our designated Meter Operator, or to instruct your own Meter Operator. If you opt for us to install your meter, the associated charges may be costed into your supply contract or invoiced separately. Where you nominate your own Meter Operator, you will be responsible for contracting, liaising with and paying for installation and any ongoing costs under a Meter Operator Agreement, and for ensuring that your Meter Operator is compliant with all industry regulations. We will not be responsible for the acts or omissions of any Meter Operator you appoint.

27.5 We cannot arrange a meter installation date until you have entered into a supply contract with us. Any timeframe for installation will be provided as a guide only and we shall not be in breach of this contract (and shall have no liability to you) if we are unable to complete your installation within that indicative timeframe.

27.6 SMETS 2 Smart Meters will usually be installed, where appropriate. We reserve the right to install other meter types where we deem this to be necessary.

27.7 All installations are subject to a charge, which will be confirmed at the point of contract. The charge will be detailed on your contract and must be paid on contract acceptance. An installation date will only be confirmed once payment is received.

27.8 Where you opt for us to install your meter(s), we will use reasonable endeavours to ensure installation within 90 days. Where a Force Majeure Event prevents installation within 90 days, we reserve the right to cancel your contract. We may then offer you a revised contract.

27.9 Where we cancel the contract under clause 27.8, you may be subject to additional charges for the release of any MPANs created in trying to fulfil the contract.

Charges

27.10 If we are unable to complete an installation for any reason for which you are responsible, including, without limitation, where access to the property is refused or impeded, or where you cancel an appointment within 48 hours, you may be charged for the failed installation appointment.

27.11 If we deem the property to be unsuitable for meter installation at the time of an installation appointment, we may charge you our reasonable costs for the aborted appointment.

27.12 You will be responsible for standing charges from the date of installation of your meter(s), regardless of any usage. You will also be responsible for any energy usage at the applicable tariff rates, and any additional charges required to effect your New Connection, including out of hours call outs.

Product Terms

28 Real Time REGOs

28.1 The Time Matched REGO Product is only available for purchase if you are eligible and have entered a Fixed Term Contract.

28.2 If you have purchased the Hourly Matching Product or opted to receive the Annual Matching Product to be provided to you under a Fixed Term Contract the terms in this clause 28 shall apply.

28.3 Your Business Supply Agreement shall set out;

28.3.1 The number of Authorised Users that shall be provided access to the Time Matched REGO Product Portal by the Time Matched REGO Product Provider; and

28.3.2 A cap of Supply consumption data (megawatts (MW)) that can be transferred to the Time Matched REGO Product Portal ('Consumption Data Cap').

28.4 The Time Matched REGO Product Provider retains ownership of all Intellectual Property Rights in the Time Matched REGO Product.

28.5 Subject to the terms of this clause 28 we grant you a non-exclusive, royalty-free, non-transferable sub-licence to use the Time Matched REGO Product Data for the term of your Fixed Term Contract.

28.6 You agree to comply with and shall procure compliance of your Authorised Users with the Time Matched REGO Product Provider's terms and conditions of use and shall be solely liable for any breach thereof.

28.7 You shall be liable for any breach of this clause 28 by your Authorised Users.

28.8 In relation to your use of the Portal (if applicable) and the Time Matched REGO Product Data you shall not and shall procure that your Authorised Users shall not:

28.8.1 sell, rent, lease, resell, use or otherwise transfer the rights granted to you;

28.8.2 except as permitted under Applicable Law, reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code and/or know-how;

28.8.3 copy, modify or create derivative works;

28.8.4 remove or obscure any copyright or proprietary or other notice;

28.8.5 propagate any Virus, Trojan horse, or other malware or programming routine intended to damage any system or data;

28.8.6 access or use in a manner intended to circumvent or exceed access restrictions and requirements;

28.8.7 use in a manner that violates any Applicable Law, regulation, or legal requirement or obligation;

28.8.8 in the course of use combine with any third party software/hardware which infringes any third party Intellectual Property Rights

28.8.9 use or permit the use of any tools in order to probe, scan or attempt to penetrate

28.8.10 post, upload, transmit or provide any data that you do not have the necessary rights and authorisations to post, upload and/or transmit, and/or that is unlawful or harmful

28.9 You shall provide us with meter readings in accordance with clause 10.5 and warrant that all information provided by you is accurate, current and complete for the term of your Fixed Term Contract and shall immediately notify us of any changes to the information or data you have provided.

28.10 Our privacy policy applies to information which is or may be deemed to be personal data and is transferred in the course of using the Time Matched REGO Product.

28.11 If you do not have a Half-Hourly Meter installed at the Site, you can only access the Annual Matching Product. We shall provide Supply consumption data to the Time Matched REGO Product Provider based on a reasonable estimate of your usage derived from previous Supply consumption data, or if that is not available, market average consumption data

28.12 If you do have a Half-Hourly Meter, but it is not, for whatever reason, accurately recording and/or communicating your Supply consumption, we shall provide Supply consumption data to the Time Matched REGO Product Provider based on a reasonable estimate of your usage derived from previous Supply consumption data, or if that is not available, market average consumption data. If we cannot obtain appropriate Supply consumption data for a period of 12 months, you will be converted (if applicable) from an Hourly Matching Product to an Annual Matching Product after the expiry of 12 months from the date we were not able to obtain appropriate Supply consumption data.

28.13 Time Matched REGO Data will be issued to you for;

28.13.1 the Hourly Matching Product at the end of each month either through the Time Matched REGO Product Portal or in pdf form.

28.13.2 the Annual Matching Product at the end of each 12 month period no later than three months following the end of that 12 month period.

28.14 To the extent commercially practicable we shall provide you with advance notice of any maintenance to the Time Matched REGO Product that suspends your use, subject to us having first received notification from the Time Matched REGO Product Provider.

28.15 On the date of expiry or earlier termination of the Fixed Term Contract your access to and right to receive Time Matched REGO Product Data shall cease.

28.16 In relation to Time Matched REGO Product, we exclude to the fullest extent permitted by law all liability in contract, tort (including negligence), misrepresentation, restitution or otherwise and all warranties, representation or conditions implied by statute or common law or otherwise for any loss or damage suffered by you in relation to or arising from the Time Matched REGO Product unless such loss or damage was caused by our act or omission. In such circumstances our liability shall not exceed the charges paid by you in relation to the Time Matched REGO Product in the twelve (12) months preceding the date on which the cause of action arose.

28.17 You shall indemnify us for all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses) incurred or owed by us as a result of any act or omission by you that causes us to breach any of our obligations pursuant to our agreement with the Time Matched REGO Product Provider.

Definitions and Interpretation
These definitions apply to terms used in these terms and conditions and your Business Supply Agreement.

Agent means a Data Collector and/or Data Aggregator and/or Meter Operator

Agent Services means the services provided by an Agent.

Annual Consumption Period the period commencing on the Estimated Start Date and ending 12 months after this date and (if applicable) each successive 12-month period during which we have agreed that one or more Fixed Prices will apply in respect of the supply of electricity and/or gas to the Site(s).

Annual Matching Product means a real time REGO Product that displays Time Matched REGO Data for Supply consumption by the Customer during a 12-month period

Arrears mean any sums which are not paid by you to us within the Payment Term.

Authorised Supply Capacity means the maximum electricity Supply that you are allowed to take in a half hour period as set by the Network Operator.

Authority to Sign: applies where you engage a TPI to negotiate or manage your account on your behalf, and means a letter signed by your authorised representative appointing the TPI as agent, and authorising the TPI to enter into a legally binding Contract with us on your behalf.

Authorised Users means any individual, employee, director, officer or otherwise authorised to access and use the Time Matched REGO Product Portal

Applicable Laws means all applicable laws, statutes, regulations and codes from time to time in force.

Backbill means an invoice sent by an energy Supplier to a customer for energy they've used in the past but weren't previously billed for.

BSC applies to your electricity Supply and means the Balancing and Settlement Code (as amended from time to time).

Business Purposes means occupancy or activities which are pursued in furtherance of a company or charity's objects, or otherwise for the purpose of providing goods and services.

Business Supply Agreement means the document headed Your Business Supply Agreement setting out your details, the Supply details, the Tariff Price, the Payment Terms, payment method and the Pass Through Costs applicable for your Supply and executed, or proposed to be executed, by the parties.

CCL means Climate Change Levy; a government-imposed environmental charge payable on your business energy supply.

Charges the charges payable by you to us for your energy supply, as set out in clause 9.

CUSC applies to your electricity Supply and means the Connection and Use of System Code (as amended from time to time) which constitutes the contractual framework for connection to, and use of, National Grid Company Plc's high voltage transmission system.

Competent Authority means the Secretary of State, the Office of Gas and Electricity Markets (Ofgem), any local, national or supranational agency, authority, department Inspectorate, minister, ministry, official or public or statutory person of the Government of the United Kingdom or of the European Union.

Confidential Information means the terms of this Contract, any Information provided in relation to or under the Contract, and any other Information relating to the affairs of the other party which is disclosed pursuant to this Contract.

Connection Agreement applies to your electricity Supply and means either:

(a) any agreement between you and the Electricity Network Operator allowing you to keep the Site connection to the Distribution System (Including the National Terms of Connection); or

(b) where the Site is directly connected to the Transmission System, the connection agreement between you, National Grid and the CUSC.

Connection Conditions means the conditions specified in clause 6.

Contract has the meaning given in clause 1.1.

Data Aggregator means a person appointed to provide data aggregation services for the purposes of the BSC.

Data Collector means a person appointed to provide data retrieval and/or data processing services for the purposes of the BSC.

DCUSA means the Distribution Connection and Use of System Agreement (as amended from time to time) which enables our use of the Distribution Network.

Deadlock Letter means a letter we will send to you if we are unable to resolve your complaint or dispute, confirming this fact and providing the contact details of the Energy Ombudsman.

Deemed Contract means where we Supply to a Site without there being an agreed Contract between us, we will Supply you under a deemed Contract as described in paragraph 8 of Schedule 2B of the Gas Act 1986 or paragraph 3 of Schedule 6 of the Electricity Act 1989.

Deemed Rates means the Unit Rate and Standing Charge that we will charge you if for any reason you receive your Supply from us on the basis of a Deemed Contract. Our current Deemed Rates are available on our website **www.ecotricity.co.uk** or upon request.

De-energise means the taking of any step to ensure that no electrical current can flow from the Distribution System through the meter to the Site.

Disconnect means physically terminating the Supply by severing the connection to your Site from the Distribution Network.

Distribution Code means the Distribution code as defined in the Electricity Supply Licence.

Distribution Network means the system of distribution of electricity or gas to customer sites.

DUOS Capacity Charge means the charge applicable for the chargeable capacity (maximum import capacity) for a supply point as agreed as part of a connection agreement with the Distribution Network operator. It is charged whether the capacity is used or not.

Energy Ombudsman the body providing a free and impartial service that aims to resolve disputes between consumers (including Micro-Businesses and Small Businesses) and Suppliers in the energy sector.

Estimated Annual Consumption means the total amount of electricity and/or gas that we estimate will be supplied to the Site(s) during an Annual Consumption Period. This amount will be as follows:

(i) for the first Annual Consumption Period the amount set out in the Business Supply Agreement as the "Annual Consumption"; and

(ii) for any subsequent Annual Consumption Period, this will be the amount that we calculate, based on actual consumption during the previous Annual Consumption Period and any other relevant information we have (including information you give us) as to expected changes to demand for electricity/ and or gas (as applicable) during that subsequent Annual Consumption Period.

Excess Capacity Charge means the charge applicable where a supply point takes additional unauthorised capacity over and above the agreed maximum import capacity.

Fixed Price means the fixed Unit Rate and Standing Charge that we will apply in respect of the Supply for the Fixed Term set out in the Business Supply Agreement.

Fixed Term means the term during which we have agreed that a Fixed Price will apply for as set out in the Business Supply Agreement.

Fixed Term Contract means a Business Supply Agreement which commits you to receive your Supply from us for a Fixed Term.

Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, war; nuclear, chemical or biological contamination; collapse of buildings, fire, explosion or accident; and any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on clause 17, or companies in the same group as that party).

Forward Price means the price at which we had previously purchased energy or (as the case may be) expected to purchase energy in anticipation of supplying you with the Estimated Annual Consumption at the Fixed Price.

GGL means Green Gas Levy, a government-imposed environmental charge payable on your business gas supply.

Green Tariff means a rolling contract of indefinite length to which our Green Tariff Rates apply.

Green Tariff Rates means the Unit Rate and Standing Charge that we will charge you for Supply subject to our Green Tariff. Our current Green Tariff Rates are available upon request.

Grid Code means the grid code as defined in the electricity Supply Licence.

Half-Hourly Meter means a smart meter capable of measuring and processing electricity consumption at 30-minute intervals and sending it to the Data Collector.

Half-Hourly Metering Data means data recorded and processed by a Half-Hourly Meter.

Hourly Matching Product means a real time REGO Product that displays Time Matched REGO Data for each hour of Supply consumption by the Customer for each month in a 12 month period.

Industry Document means any of the following (as defined in Ofgem's Standard conditions of Electricity Distribution Licence):

(a) the Balancing and Settlement Code

(b) the Connection and Use of System Code

(c) the Distribution Code

(d) the Distribution Connection and Use of System Agreement

(e) the Grid Code

(f) the Revenue Protection Code

(g) the System Operator Transmission Owner Code

(h) the Retail Energy Code

(i) and any other document designated by Ofgem.

Insolvency Event means a party is: unable to pay its debts (within the meaning of sections 123, 267 or 268, as applicable, of Insolvency Act 1986); proposes or becomes subject to a voluntary arrangement or convenes a meeting of its creditors to consider such a proposal or, being a company, has a proposal for a compromise or arrangement sanctioned by the court pursuant to section 899 Companies Act 2006 (save for the sole purpose of a solvent reconstruction or amalgamation); has a receiver or manager appointed over any of its assets, undertaking or income; takes any step towards its winding-up or bankruptcy (save, in the case of a company, a solvent liquidation for the sole purpose of effecting a reconstruction or amalgamation) or is subject to a petition issued by any court for its winding-up or bankruptcy that is not withdrawn upon the party's application; being a company, has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator filed at any court by any person; being a company, is the subject of a notice to strike off the register at Companies House; or has any distraint, execution or other process levied or enforced on any of its property.

Intellectual Property Rights means patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, or to claim priority from, those rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Last Resort Supply Direction means a direction by a Competent Authority, made in the circumstances where our Supply Licences have been revoked, appointing a Supplier to take over your Supply.

Late Payment Legislation means the Late Payments of Commercial Debts (Interest) Act 1998, the Late Payment of Commercial Debts Regulations 2002, the Late Payment of Commercial Debts Regulations 2013 and any later statute relating to late payment of commercial debts enacted by parliament.

Market Wide Half-Hourly Programme means the UK electricity industry programme to move all electricity meters in Great Britain to settlement based on Half-Hourly Metering Data.

Maximum Power Requirement applies to your electricity Supply and means that amount which is agreed by you with the Network Operator and notified by them to us from time to time.

Metering Equipment means the meter and any associated transformer, data communications metering equipment and ancillary equipment installed at the Site which are configured to measure and record the flow of energy.

Meter Operator means the person appointed to provide install and/or maintain the Metering Equipment.

MPAN means meter point administration number

Micro-Business means a type of business which meets one of the following conditions: uses less than 100,000 kWh of electricity a year, or uses less than 293,000 kWh of gas a year or has fewer than 10 employees (or their full-time equivalent) and has annual turnover or balance sheet less than £2 million (or as amended by Ofgem).

Network Operators – the local electricity distributors and gas transporters that manage the Distribution Networks.

Ofgem – The Office of Gas and Electricity Markets who

regulate the gas and electricity markets in Great Britain or any regulatory organisation which replaces it.

Out of Contract Rates means the Unit Rate and Standing Charge that we will charge you if for any reason you no longer receive your Supply under a Contract and you have not switched to an alternative Supplier. Our current Out of Contract Rates are available on our website **www.ecotricity.co.uk** or upon request.

Out of Contract Supply means the basis on which you receive your Supply from us when your Fixed Contract expires, as governed by these terms and conditions.

Pass Through Contract means a specially-negotiated contract in which you may fix your electricity commodity price and some non-commodity costs (like distribution and transmission charges) are passed through to you. Eligibility criteria apply.

Pass Through Costs means any costs, charges or losses that we incur, other than the basic cost of the energy itself, which are associated with the delivery of energy to a Supply Point (including any costs, charges or losses associated with use of relevant distribution or transmissions systems) and/or which arise under any government subsidy or levy schemes. As further explained in these terms, depending on the particular pricing arrangement we have agreed with you (as recorded in the Business Supply Agreement), some or all of these costs, charges or losses may be included in the overall Unit Rate OR (as the case may be) the Unit Rate may just relate to the basic cost of the energy itself on the basis that we are entitled to charge you for all Pass Through Costs as a separate item in addition to the Unit Rate. These may include (but are not limited to) DUOS Capacity Charge, Excess Capacity Charge & Reactive Power Charge, meter maintenance and Data Collector charges.

Payment Terms means the amount of time you have within which to settle an invoice in full.

Permitted Tolerances means the prescribed statutory limits, as follows:

(j) for meters certified before 1 January 2006 +2.5% and -3.5% for UK nationally approved electricity meters and +/- 2% for UK nationally approved gas meters) or

(k) for meters certified from 1 January 2006, + / -2% for UK nationally approved electricity meters, and + / - 3% for UK nationally approved gas meters.

Principal Terms means the summary terms of your Contract, relating to your Charges and key terms and conditions

Reactive Power Charge means the charge applicable when an individual Half-Hourly Metered MPAN's reactive power (measured in kVArh) exceeds 33% of its total active power (measured in kWh) in any given half hour.

Registered means the successful completion of the registration of us (or where the context requires, another Supplier) as Supplier of energy to the Supply Points

Related Meters means two or more meters that relate to a Supply located at the same Site.

Relevant Law means, as amended or replaced from time to time, the Electricity Act 1989, the Electricity Supply Regulations 1988, the Gas Act 1986, Utilities Act 2000, any other existing or subsequent European or domestic legislation (including acts of parliament, statutory instruments, regulations and directives) that are relevant to your Supply.

Security Deposit means a sum of money we may ask you to pay us under clause 8

Site means each location at which you would like us to provide a Supply.

Small Business means a small business which has fewer than 50 employees (or their full time equivalent) and an annual turnover of less than £6.5 million, or a balance sheet total of £5 million, or an annual consumption of not more than 200,000 kWh

Smart Meter means a meter that records the consumption data for your Supply and which is capable of automatically communicating that consumption data, via the Data Collector, to us.

Spot Price means what we reasonably consider to be a price that is representative of the prevailing spot price on the electricity wholesale market for the day in question;

Standing Charge means the daily charge to keep a Site connected and which is payable whether or not a Site is occupied and whether or not electricity and/or gas has been consumed at the premises.

Supply means the physical supply of electricity or gas or both under this Contract or a Deemed Contract and Supplier means the body responsible for providing the Supply.

Supply Point means the point at which a Supply from, or to, a distribution system:

(a) is, or is intended to be measured; or

(b) where Metering Equipment has been removed, was or was intended to be measured.

Supply Start Date means the date on which we physically start to Supply the Site with electricity and/or gas.

Supply Licences means licence to supply electricity granted under the Electricity Act 1989 and/or a licence to supply gas granted under the Gas Act 1986 (as amended).

Time Matched REGO Products means third party software that correlates Supply consumption data with the electricity generation data derived from the export electricity meter of the renewable energy source that generated the electricity supplied to the Customer measured in either Kilowatt-hours (KWh), Megawatt-hours (MWh) or Gigawatt-hours (GWh) for a unit of time

Time Matched REGO Products Provider means the third party engaged from time to time to provide the Time Matched REGO Products

Time Matched REGO Product Portal means the database producing and displaying the Time Matched REGO Data

Time Matched REGO Data means the data produced by a Time Matched REGO Product

Transmission System means a system of the type described in section 4(4) of the Electricity Act 1989

TPI means a third party intermediary appointed (or purporting to be appointed) by the Customer to procure energy on their behalf.

Triad Charges applies to your electricity supply and means a sum equal to your average half hourly electricity demand during the Triad Period in question multiplied by the Triad Demand Tariff less any prepayments you have paid to us prior to the Triad Period

Triad Demand Tariff means each of the tariffs at the relevant time set out in the column headed "Demand Tariff" in the Statement of Use of System Charges and levied by National Grid Company plc for services which they provide for the national Transmission System

Triad Period means one of the three periods between November and February in which National Grid Company plc takes a reading of maximum demand

UMS means any electrical equipment connected to the public electricity distribution network that draws power without a physical meter recording its energy consumption

UNC means the Uniform Network Code which applies to the supply of gas

Unit Rate means the price we charge you in pence per kWh.

VAT means Value Added Tax.

Void Tariff means a discretionary tariff applicable to empty properties.

Void Tariff Rates means the Unit Rate and Standing Charge that we will charge you if we have agreed to Supply you on the basis of a Void Tariff. Our current Void Tariff Rates are available upon request.

Other Useful Terms

Availability Charges means a unit rate of charge, set by the Network Operator and calculated using your Maximum Power Requirement, per kVa of demand made available.

BSUoS applies to your electricity Supply and means charges Balancing Services Use of System Charges as defined in and levied under the CUSC.

Profile Class means the profile of the expected electricity consumption pattern or a specified group of customers.

ecotricity Business