

Terms & Conditions

Corporate Terms and Conditions of Supply v7.10

1 DEFINITIONS AND INTERPRETATION:

1.1 In the Contract, unless the context otherwise requires:

Act: means the Electricity Act 1989;

Authority: means the Gas and Electricity Markets Authority as established under Section 1 of the Utilities Act 2000;

Averaging Period: means the period as defined in Section 20 of the Finance Act 2000;

Charges: mean as applicable the Discounted Rate, the Supply Rate or the Out of Contract Rate together with any other amounts payable by the Customer to the Supplier under or in accordance with the Contract;

CCL or Climate Change Levy: means a charge levied at the rate from time to time imposed in accordance with the Finance Act 2000;

Connection Point: means, in respect of each Supply Premises, the connection point(s) at which the electricity flows between the Grid System and the Customer's installation, equipment or lines at the Supply Premises (and any other connection point at that Supply Premises agreed upon from time to time by the parties);

Contract: means the electricity supply contract between the Supplier and the Customer, comprising the Front Sheet and these Terms and Conditions;

Contract Start Date: means the date on which both parties have agreed to the Contract;

Customer: means the person named as such in the Front Sheet;

Direct Debit: means the instruction and collection of monies from the Customer's bank account under the Direct Debit scheme;

Discounted Rate: means the pence per kWh tariff charge for the supply of electricity as set out in the Front Sheet;

Economic Loss: means loss of profits, revenues, interest, business, goodwill or commercial, market or economic opportunity, whether direct or indirect and whether or not foreseeable;

Electronic Signature: means an electronic signature as defined in the Electronic Communications Act 2000.

Fixed Period: means any Fixed Period set out in the Front Sheet;

Front Sheet: means the cover sheet to which these Terms and Conditions are attached (or in which they are referred to), together with any schedule attached thereto, including any pricing and/or site schedule;

Green Deal Plan: means a 'green deal plan' as described in the Energy Act 2011, being an arrangement pursuant to which payments in instalments ("**Green Deal Charges**") are due to be paid to an authorised provider ("**Green Deal Provider**") and are collected by energy suppliers under energy supply contracts;

Grid System: means a system of electrical distribution lines, belonging to the Network Operator through which the Customer receives electricity;

Guarantee of Origin: means a certificate issued by a UK energy regulator (or issued in another country and recognised by a UK energy regulator) as representing one (1) megawatt hour (MWh) of renewable electricity. The rules applying to guarantees of origin are set out in the electricity (guarantees of origin of electricity produced from renewable energy sources) regulations 2003;

Industry Agreements: include the Balancing and Settlement Code; the Grid Code; the Distribution Code; the Retail Energy Code, the Connection and Use of System Code; the Distribution Connection and Use of System Agreement; the Green Deal Central Charge Database Access Agreement; the meter operator, meter administration, teleswitch operator, data collection, data aggregation and data transfer agreements relating to the Metering; and all service lines, agreed procedures and codes of practice made under or pursuant to any of the foregoing, in each case, as amended, varied, supplemented or replaced from time to time

HH or Half Hourly Metering: means Metering which measures the consumption of electricity for each half hour, as further defined by Section L of the Balancing and Settlement Code;

kWh: means kilowatt hours;

Licence: means the electricity supply licence granted to the Supplier as modified or amended from time to time;

Metering: means the appropriate metering and related equipment used for measuring energy consumption at each Connection Point and for the collection and transmission of such data;

Network Operator: means, in respect of each Supply Premises, the owner or operator of the system of low voltage electrical lines (a distribution system) through which electricity is, or is to be, conveyed and delivered to the Connection Point at the Supply Premises;

NHH or Non Half Hourly Metering: means Metering other than Half Hourly Metering;

Microbusiness: means a business which meets one of the following criteria: (i) it uses not more than 100,000 kWh of electricity (ii) it uses not more than 293,000 kWh of gas a year (iii) it has fewer than 10 employees (or their full-time equivalent) and a total annual turnover or balance sheet not exceeding 2 million Euros

Month: means a calendar month;

Non-Domestic Premises: means premises which are not Domestic Premises (as defined from time to time in the Licence);

Notice of Objection: means the issuing of an objection as defined within the Retail Energy Code.

Out of Contract Rate: means the Supplier's out of contract rates for the supply of electricity, as published on the Supplier's website www.opusenergy.com/help/deemed-contract-rates/;

Non Energy Charges: means charges levied on the Supplier which are outside the Supplier's control and which relate to the supply of electricity, including the charges made for the provision of meter operation services, Climate Change Levy, Green Deal Charges, charges made for the transmission and/or distribution of electricity, charges made in respect of energy losses on the Grid System or any transmission system, charges made for exceeding capacity, charges connected with the registration and metering of Supply Premises and the settlement, data collection and aggregation of energy consumption at the Supply Premises, charges made in respect of the disconnection or reconnection of the supply of electricity at any Supply Premises and any taxes, levies or duties (including the renewables obligation, the small-scale low-carbon Feed In Tariff and the contracts for difference) imposed on the supply of electricity or the Supplier or variations thereof;

Payment Date: means the day which is 10 days after the date of the relevant invoice or statement or such later date as may be specified in the front sheet;

Prepayment Mode: means, for a Smart Meter, a mode of operation in which credit must be added to the Metering before energy can be supplied through it.

Product Materials: means branded materials of any format provided to the Customer under the Contract in connection with the promotion of the Customer's use of Renewable Source Electricity;

Reference Rate: means the interest rate for the applicable month as published by the Bank of England or any successor;

Renewable Source Electricity: means electricity that qualifies for Guarantees of Origin pursuant to The Renewable Energy Directive 2009/28/EC (as amended from time to time);

Requested Energy Source: means the energy source set out in the Front Sheet;

Retail Energy Code: means the code requirements relating to retail energy activities and switching

Smart Meter: means Metering which, either on its own or with an ancillary device, stores measured electricity consumption data for multiple time periods, may provide the Supplier with remote access to such data, and meets the specifications required by Industry Agreements;

Supplier: means Opus Energy (Corporate) Limited (company number 5199937) whose registered office is Drax Power Station, Selby, North

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Yorkshire, United Kingdom, YO8 8PH;

Supply Period: means, in respect of each Supply Premises, the period starting from the Supply Start Date and ending on the date the Supplier no longer supplies those premises under the Contract;

Supply Premises: means each of the premises listed in the Front Sheet, as amended from time to time;

Supply Rate: means the pence per kWh tariff charge for the supply of electricity, being the Discounted Rate plus an additional 7.5% per kWh;

Supply Start Date: means, in respect of each Supply Premises, the first date that electricity is supplied to those premises by the Supplier under the Contract;

Traditional Prepayment Meter: means Metering that is not a Smart Meter and requires credit to be added to the meter using a key, token, card or any other mechanism before energy can be supplied through it

Uneconomic: means that the cost of supply to the Customer's Connection Point is greater than the Discounted Rate; and

VAT: means value added tax levied at the rate from time to time imposed in accordance with the Value Added Tax Regulations 1995.

1.2 Any references to:

- (i) the Supplier include, where the reference permits, references to the Supplier's officers, employees, agents and contractors, as defined by the Supplier, which may vary from time to time;
- (ii) legislation include references to legislation as modified, amended, extended or re-enacted from time to time;
- (iii) clauses are, unless the context admits otherwise, references to clauses of these Terms and Conditions;
- (iv) the singular term include references to plural (and vice versa);
- (v) the term 'including' is without limitation to any other matters not included in or covered by the relevant provision; and
- (vi) person or persons are references to any legal or natural person including individuals, companies, sole traders, partnerships etc.

2 DURATION AND COMMENCEMENT

2.1 The Contract shall take effect from the Contract Start Date and shall, subject to the termination provisions set out in Clause 10 and to the provisions of Clause 2.2, remain in force until at least the expiry of the Fixed Period.

2.2 Unless the Contract is terminated in accordance with Clause 10, the Contract shall, following the expiry of the Fixed Period continue and the Customer will be charged at the Out of Contract Rate until the supply to the Supply Premises is disconnected or until another supplier becomes the responsible supplier

2.3 We may change our Out of Contract Rates from time to time for any reason and they are published on our website www.opusenergy.com/help/deemed-contract-rates/. If the Customer is unable to view the website the Supplier will send the Customer the Out of Contract Rates on request

2.4 Subject to Clause 2.5, the Supplier undertakes to become the supplier responsible for the supply of Energy to the Supply Premises under the Industry Agreements within 5 working days after the Contract becomes effective (or by such later date as the Customer has agreed in the Front Sheet or may subsequently agree.

2.5 The Supplier shall not be obliged to become the supplier responsible for the supply of Energy to the Supply Premises under the Industry Agreements within the period referred to in Clause 2.4 where the Supplier reasonably considers that any of the relevant conditions outlined in condition 14A of the Licence apply.

2.6 You represent and warrant to us on the Contract Effective Date, on each Contract Start Date that:

- (i) the Supply Premises are Non-Domestic Premises
- (ii) The Supply Premises are (or will, by the Supply Start Date, be) connected to the local Network Operator's system;
- (iii) any supply contract the Customer may have been or are party to in respect of the Supply Premises will, by the Supply Start Date, have been properly and effectively terminated;
- (iv) you have not entered into, and will not enter into a Supply Contract with another electricity supplier in respect of any of the Premises which will be in force or is due to come into effect during the Fixed Period;

2.7 If the Customer agreed the Contract through a broker that either the Supplier or the Customer have entered into a separate agreement with, this Contract will continue irrespective of whether any separate agreement is terminated.

3 ELECTRICITY SUPPLY

3.1 Subject to these Terms and Conditions, the Supplier shall provide electricity to each Supply Premises during the Supply Period.

3.2 The Customer shall notify the Supplier (i) before it materially changes its load, capacity or consumption requirements in relation to the Energy supply and (ii) before it installs or removes equipment (including but not limited to generation, electric vehicle charge points and batteries) at the Supply Premises which is likely to cause a material change in the volume or pattern of electricity it requires from the Supplier and, (iii) in relation to electricity, before it changes the voltage at which it requires or takes the electricity supply. The Supplier will then use reasonable endeavours to incorporate these changes with the minimum changes to the Contract. However, the Supplier reserves the right to recover its costs, losses and expenses in accordance with clauses 7.12, 8.1.ii and 8.7

3.3 The electricity is delivered to each Connection Point by the Network Operator on behalf of the Supplier and the entitlement to, and the risk in relation to, the electricity supplied shall transfer from the Supplier to the Customer at the Connection Point.

3.4 Any electrical losses incurred on the Customer's side of each Connection Point shall be borne by the Customer.

3.5 Where the Customer has on the Front Sheet requested that the electricity supplied under the Contract should be Renewable Source Electricity, the Supplier will ensure that, for each MWh of electricity supplied to the Customer under the Contract during the Fixed Period, a MWh of electricity has been generated from renewable sources and supplied to the grid, as conclusively evidenced as follows:

- a. the Supplier will allocate one Guarantee of Origin to each MWh of electricity it supplies to the Customer;
- b. the Supplier will ensure that each Guarantee of Origin that it allocates to the Customer's supply is not allocated to any other supply (to ensure no double counting); and
- c. in accordance with the statutory timetable applying to the redemption of Guarantees of Origin, the Supplier will redeem each Guarantee of Origin that the Supplier allocates to the Customer's supply.

3.6 In relation to electricity, the Supplier is acting on behalf of the Network Operator to make an agreement with the Customer. The agreement is that the Customer and the Network Operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time the Customer enters into the Contract and it affects the Customer's legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which the Network Operator delivers electricity to, or accepts electricity from, the Supply Premises. If the Customer wants a copy of the NTC or has any questions about it he should write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF, phone 0207 706 5137 or see the website at www.connectionterms.co.uk

4 DISCONNECTION OR SUSPENSION OF SUPPLY

4.1 The Customer acknowledges that the supply of electricity to any Supply Premises may be disconnected or suspended (and the Customer agrees to give access to the Supply Premises to the Supplier or its agents for the purposes of disconnecting or suspending the supply and that the Supplier may disconnect or suspend the supply remotely if the Metering provides for this) if:

- (i) the Customer fails to make payment when due under the Contract,
- (ii) the Supplier believes that unauthorised use has been made of the electricity supplied under the Contract or the electricity

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- intended to be so supplied has been stolen or redirected or that there has been interference with the Grid System or the Metering;
- (iii) the Supplier believes that a disconnection or suspension of supply is required to avoid danger, to avoid a potential illegality or a breach of the Industry Agreements or to undertake essential maintenance or replacement of the Grid System or the Metering;
 - (iv) the Supplier is so obliged under or pursuant to any relevant law, the Licence or other Industry Agreement;
 - (v) the Customer has materially breached the Contract and such breach is continuing; or
 - (vi) where a Traditional Prepayment Meter or a Smart Meter in Prepayment Mode runs out of credit, which will happen automatically
- 4.2 Where the supply to any Supply Premises is disconnected or suspended due to the action or omission of the Customer, the Customer shall indemnify the Supplier in full for any loss, liability or cost which the Supplier has incurred as a consequence of such disconnection or suspension and, if relevant, shall also pay any costs of reconnection and, if requested by the Supplier, shall provide a performance bond in an amount which has a value of not less than three months supply of electricity. In the event the supply is disconnected or suspended due to the action or omission of the Customer, such disconnection or suspension shall be without prejudice to the Supplier's other rights or remedies under this Contract.
- 4.3 Without prejudice to any statutory provisions, the Supplier shall, where practicable, give reasonable prior notice of such suspension or disconnection to the Customer.
- ## 5 OBLIGATIONS OF THE CUSTOMER
- 5.1 The Customer agrees to (i) provide to the Supplier all assistance and information reasonably required by the Supplier to enable the Supplier to comply with its obligations under the Contract or any Industry Agreement, Licence, code, authorisation or consent necessary to permit the supply of electricity to the Supply Premises; and (ii) to update, as and when necessary, information so provided to reflect any relevant changes as may occur from time to time.
- 5.2 The Customer acknowledges and accepts that the Supplier may be required by any applicable law, regulatory authority or Industry Agreement to pass information provided by the Customer to a third party. The Customer shall indemnify the Supplier against all losses, liabilities or costs suffered or incurred by the Supplier arising from any information provided by the Customer being incorrect, incomplete, insufficient or from required information not being provided. Where the Customer provides incorrect information to the Supplier which causes the Supplier to erroneously register (or apply to register) a premises belonging to a third party, the Customer shall, without prejudice to the Supplier's other rights and remedies, pay to the Supplier an amount of £35 for each such premises in respect of the Supplier's basic administrative costs.
- 5.3 The Customer agrees to maintain at each Supply Premises the Customer's installations, equipment and wires which are on the Customer's side of the Connection Point in good and safe working order and in compliance with law. The Customer shall indemnify the Supplier against all losses, liabilities or costs suffered or incurred by the Supplier arising from or as a consequence of, the Customer failing to maintain such installations, equipment and wires at all times during the relevant Supply Period.
- 5.4 The Customer agrees to ensure the maintenance of the connection of each Connection Point at the Supply Premises to the Grid System and to obtain and maintain all necessary agreements and consents for such connection. The Customer shall indemnify the Supplier against all losses, liabilities and costs suffered or incurred by the Supplier arising from, or as a consequence of, any such connection not being obtained or maintained at all times during the relevant Supply Period.
- 5.5 The Customer grants the Supplier authority to obtain any information it reasonably requires, in order to provide or continue to provide a supply of electricity to any Supply Premises, from relevant industry parties.
- 5.6 For those Supply Premises (if any) that have Half-Hourly Meters, the Customer will contract with a meter operator agent (as defined in the Industry Agreements) for the maintenance of those meters. The Customer will notify the Supplier of the entity with which the Customer has contracted at least 30 days in advance of the intended Supply Start Date (and in advance of any replacement). Where this clause 5.6 applies, the Customer will be responsible for the accuracy of the meters under clause 6.5 and the Customer will compensate the Supplier for any losses and costs the Supplier incurs as a result of the poor performance of the Customer's agent.
- 5.7 The Customer agrees to tell the Supplier immediately, if at any time during the Contract, the Customer becomes a Microbusiness.
- ## 6 METERING AND ESTIMATES
- 6.1 The Supplier agrees to enter into all agreements, notwithstanding Clause 5.6 above, with accredited operators, administrators, data collectors and data aggregators in respect of the Metering necessary to facilitate electricity to be supplied to each Connection Point prior to the relevant Supply Start Date.
- 6.2 The Supplier will arrange for the Metering to be read by the appointed meter operator, the Supplier or its authorised agent. The Supplier may request the Customer to provide a meter reading, which will be subject to the Supplier's validation. If the Supplier has been unable to obtain a meter reading for a period of 9 months, the Supplier may install a Smart Meter at the Supply Premises.
- 6.3 The Customer shall allow any representative of the Supplier, any meter operator, Network Operator, or any other person authorised by the Supplier in connection with the provision of electricity reasonable access to read, install, remove, inspect, check, replace, reset, maintain and de-energise Metering and otherwise to carry out its functions under or pursuant to any Industry Agreement.
- 6.4 The Customer shall not interfere with any Metering. The Customer shall indemnify the Supplier for any loss, liability or cost suffered or incurred by the Supplier arising from or as a consequence of, damage to the Metering during the relevant Supply Period.
- 6.5 If either the Supplier or the Customer reasonably believes the Metering is registering inaccurately, it may require a test of the Metering by giving the other party at least 14 days' notice. The test shall be carried out by a competent person. If the Customer requests a test and the accuracy of the relevant Metering is found to be within the limits of error prescribed by the Industry Agreements, the Customer shall be responsible for paying for the costs of the test, otherwise the costs shall be borne by the Supplier. If the accuracy of the relevant Metering is found to be outside the limits of error prescribed by the Industry Agreements, the Metering or any defective part shall be replaced or recalibrated as soon as reasonably practicable and the amounts payable by the Customer thereafter shall be varied accordingly and based, so far as can be reasonably ascertained, on the amounts the Customer would have been charged had the Metering not been defective.
- 6.6 If a meter reading is not available or is, in the reasonable belief of the Supplier, inaccurate, the Supplier has the right to estimate reasonably the amount of electricity used by the Customer and to charge the Customer accordingly and, save in the case of manifest error, such estimate shall be deemed to be effective and agreed between the parties.
- 6.7 The Supplier reserves the right to replace the Metering from time to time, including to replace it with equipment with greater functionality in terms of remote meter reading and/or the ability to be disconnected remotely.
- 6.8 Where the Supplier agrees to replace the Metering at the Customer's request, the Customer shall indemnify the Supplier for any costs and expenses incurred by the Supplier (including abortive visit charges) in connection with such change other than those arising due to a failure of the Supplier to meet its obligations.
- 6.9 Where any Non Half Hourly Metering does not include a Smart Meter the Supplier may on at least 7 days' notice to the Customer during the Supply Period, replace the Metering System with a Smart Meter;
- 6.10 If a Supply Premises has a Smart Meter or a meter which can be read remotely, you consent to us obtaining, storing and using consumption data from the Metering relating to periods of less than one month in duration. We will only use this data for the purposes of optimising settlement and forecasting; identifying cost and energy efficiency savings and products; and the monitoring and control of potential electricity theft.

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7 CHARGES AND PAYMENT

- 7.1 Each month, or at such other intervals as shall be agreed, the Supplier shall send to the Customer, by prepaid post or email, an account (either by way of an invoice or a statement) in respect of all Charges due to the Supplier under the Contract in respect of that month or the applicable billing period.
- 7.2 The Customer shall pay the Charges shown in each invoice in full to the Supplier on or before the Payment Date. Unless otherwise agreed on the Front Sheet, payment shall be by Direct Debit.
- 7.3 Amounts payable by the Customer under the Contract are stated exclusive of VAT, CCL, Green Deal Charges (which shall be payable at the applicable rates, as shown on the invoice from time to time) and any other charges as notified by the Supplier to the Customer prior to the start of the Fixed Period.
- 7.4 The Charges may comprise of (i) actual or estimated charges for the electricity supplied at each Supply Premises at the applicable rate, (ii) actual or estimated Non Energy Charges attributable to the Customer, (iii) any one off connection charge payable by the Customer and shown in the Front Sheet, (iv) any reconciliation amount(s) due under the Contract; and (v) any other charges due pursuant to the Contract. The Customer acknowledges that in order for a Supply Premises to be supplied or continue to be supplied under the Contract, the Charges applicable to that Supply Premises shall be a minimum amount of £250 in each year of the Supply Period.
- 7.5 Not used
- 7.6 Where electricity supplied to any Supply Premises is Renewable Source Electricity, in each Averaging Period, the amount of electricity supplied in the period will not exceed the difference between (a) the total amount of Renewable Source Electricity that during that period is either acquired or generated by the Supplier, and (b) so much of that total amount as is allocated by the Supplier otherwise than to the Contract.
- 7.7 If any Supply Premises is eligible for an exemption from or a discount to Climate Change Levy, the Customer must send the Supplier a completed PP11 form prior to the start date of the Supply Premises in order to receive that exemption or discount.
- 7.8 For the avoidance of doubt, where the Customer uses a third party agent to provide services to the Customer (including invoice validation services), the Customer's liability to meet its obligations under this Clause 7 is unaffected.
- 7.9 Where the Supplier has consented to payment terms other than by Direct Debit or where reconciliation takes place following the termination of the Contract:
- (i) any additional amount due to the Supplier shall be paid by the Customer by bank transfer within 10 days of the date of the reconciliation invoice; and
 - (ii) any credit amount due to the Customer shall be attributed to an account operated by the Supplier for that purpose (the "**Customer's Account**"), and shall, subject to Clause 7.11, be paid to the Customer on request.
- 7.10 The Supplier shall send the reconciliation notice or credit note to the Customer's address as held by the Supplier but shall not be obliged to send a credit note where it is aware that the Customer is no longer in occupation of the premises and the Customer has not provided the Supplier with a forwarding address.
- 7.11 The Supplier (i) shall not be obliged to pay any credit amount that remains attributed to the Customer's Account for longer than 12 months; and (ii) may at any time following the end of the 12 months retain the attributed amount for its own benefit.
- 7.12 Where the quantity of electricity supplied under the Contract is materially reduced following the installation of generation equipment the Customer shall indemnify the Supplier in full for any loss, liability or cost which the Supplier has incurred as a consequence of such reduction.
- 7.13 In the event that a Direct Debit request is returned unpaid by the Customer's bank twice in succession or twice in any 12 month period, or the Customer fails to pay any invoice in accordance with this Clause 7 then, without prejudice to the Supplier's other rights or remedies, the Supplier may, from the date notified to the Customer, charge for electricity supplied under this Contract at the Supply Rate until such time as the Customer rectifies the non-payment.
- 7.14 In the event the Customer cancels a Direct Debit mandate without the consent of the Supplier or where any amount is returned as unpaid, the Supplier shall be entitled to:
- (i) Charge an administration fee, which shall be calculated by the Supplier and notified to the Customer, for each month or part month where the supplier is unable to collect the debt by Direct Debit; and/or
 - (ii) Charge for electricity supplied under this Contract at the Supply Rate from the date of the relevant event until such time as the Customer makes a subsequent Direct Debit payment; and / or
 - (iii) Install a Smart Meter at any Supply Premises
- 7.15 Interest shall be due and accrue on a daily basis on late payments at the rate of eight percent above the Reference Rate, applicable for the month in which the payment became due, from the Payment Date until the date payment is received in full.
- 7.16 Subject to Clause 7.17, all payments due under the Contract shall be made free from any restriction or condition and without any deduction or withholding (for tax or any other amount), whether by way of set-off or otherwise, unless this is required by law. If any deduction or withholding is so required by law, then the payer shall account for the relevant deduction or withholding in full to the relevant authority and pay such additional amount to the other party as ensures that the other party receives the same net amount that it would have done had the relevant deduction or withholding not been made.
- 7.17 Where, in accordance with Clause 7.9(i), the Customer's Account is to be attributed with a credit amount, the Supplier may set-off, in whole or in part, from the credit amount any payments that are due to the Supplier from the Customer under the Contract or any other agreement between the Customer and the Supplier that relates to the supply of energy.
- 7.18 In the event that any debt remains unpaid, contrary to Clause 7.2 of this Contract then,
- (i) all Charges which have not been paid under this Contract shall be deemed to be unpaid and immediately due and payable;
 - (ii) the Supplier shall be entitled to Install a Smart Meter at any Supply Premises
 - (iii) the Customer agrees that the Supplier can pass the relevant information relating to the Customer onto credit reference agencies.
 - (iv) the Supplier shall be entitled to switch a Smart Meter into Prepayment Mode; and / or
 - (v) the Supplier shall be entitled to recover the Customer's debt using the debt recovery functionality of any Smart Meter in Prepayment Mode or of any Traditional Prepayment Meter
- 7.19 Not used
- 7.20 If the Customer experiences a material adverse change (including where credit insurance relating to the Customer is no longer generally available to the Supplier on reasonable terms or where the Customer publishes accounts that have materially deteriorated or the Supplier otherwise receives information that the financial position of the Customer is worsening), the Supplier shall be entitled:
- (a) each month to invoice the Customer in advance for (and the Customer shall pay in accordance with Clause 7.2) the Charges in respect of the following month based on the Supplier's estimate of consumption in that month. At least once in every 12 month period thereafter, the Supplier shall issue a reconciliation, detailing any additional amount due to the Supplier or any credit amount due to the Customer to reflect the difference between actual and estimated consumption; or
 - (b) to require the Customer to post a cash deposit with the Supplier as security against any future defaults in payment in an amount necessary to cover the Supplier's exposure under the Contract. The Customer agrees that the Supplier shall be entitled to deduct from such deposit any sums due and unpaid under the Contract. The Customer shall be entitled to a refund of the deposit (subject to any deductions that may have been made) on the earlier of:

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- (i) the termination of the Contract and payment in full of all invoices issued under it; or
(ii) the Customer and Supplier agreeing that the deposit can be refunded.
- 7.21 Where a Supply Premises is (or becomes) subject to a Green Deal Plan, the Supplier will collect Green Deal Charges from the Customer and remit these to Green Deal Providers (or their nominees or assignees). The Supplier will only collect Green Deal Charges under the Contract that become payable after the Supply Start Date. Once the Supply Period has ended, the Customer remains liable under the Contract for the Green Deal Charges incurred during the Supply Period. Despite the Contract ending, while the Customer is the green deal bill payer under the Green Deal Plan, the Customer will remain liable for the Green Deal Charges.
- 7.22 Where the Customer has entered into any other agreement with the Supplier, or one of its Affiliates, and the Customer makes a payment without specifying the agreement to which the payment relates, then the Supplier may (at its absolute discretion) allocate the payment to this Contract or to such other agreement. Where two or more invoices have been issued in respect of this Contract or any other agreement the Customer has entered into with the Supplier, or one of its Affiliates, and the Customer makes a payment without specifying the invoice to which the payment relates, then the Supplier may (at its absolute discretion) choose the invoice to which it is allocated. For the purposes of this Clause 7.22, a reference to "Affiliates" means any holding company or subsidiary of the Supplier, or any subsidiary of a holding company of the Supplier, and "holding company" and "subsidiary" have the meanings given to them in section 1159 of the Companies Act 2006.
- 7.23 If the Customer has engaged a broker (or other introducer or agent) in the negotiation of the Contract the Supplier may pay the broker (or other introducer or agent) commission and any such commission shall form part of the Charges.
- 7.24 Where the Customer is a Microbusiness and it comes to the Supplier's attention that one or more of the invoices were incorrect or need to be reconciled to reflect Non Energy Charges then the Supplier then we will not issue the Customer with an invoice for an increased amount for a period more than 12 months in the past, unless the Supplier has an exemption in its supply licence
- 7.25 Where the Customer has a Traditional Prepayment Meter or a Smart Meter in Prepayment Mode:
(i) the Customer must top-up the Metering in advance to receive a supply of energy to the Supply Premises; and
(ii) the Customer may be required to pay for additional services (such as replacement cards)
- ## 8 VARIATION
- 8.1 The Supplier may vary the Charges at any time on prior written notice to the Customer to pass through any higher or additional costs for the following reasons:
(i) in order to reflect any change (howsoever arising) in the Non Energy Charges, where the Supplier has not at its discretion agreed in writing prior to the start of the Fixed Period to fix the cost of certain Non Energy Charges for a Fixed Period
(ii) the Charges under the Contract have been calculated based on the information provided by the Customer in relation to its historic and expected pattern and quantity of use of Energy at the Supply Premises. In the event that such information proves to be inaccurate or incorrect, the Supplier reserves the right to vary the Charges to take into account revised, new or accurate information it has obtained or received.
(iii) if the methodology used to determine any Non Energy Charges is changed from the methodology prevailing on execution of the Contract and / or there are changes to Non Energy Charges that the Supplier could not have reasonably forecast on execution of the Contract, and as a result any Non Energy Charges are increased that cannot be feasibly absorbed by the Supplier in relation to the Contract, then the Charges will be increased by the whole of that increase with effect from the date of the change. This shall be the case even where the Non Energy Charges are stated in the Front Sheet to be "Fixed"
(iv) the Customer confirms that none of the Supply Premises have a Traditional Prepayment Meter. If the Supplier discovers after the Supply Start Date that a Supply Premises does have a Traditional Prepayment Meter, then the Charges will be the Supplier's standard prepayment meter tariff and not the Supply Rate. If this is the case, the Supplier will inform the Customer of these rates.
(v) Otherwise, if, due to circumstances beyond the control of the Supplier, the Contract becomes Uneconomic and shall give notice to the Customer of the proposed increase. Where the Supplier gives notice under this Clause 8.1.v to vary the Contract, the Customer may terminate the Contract in accordance with Clause 10.2(iii)
- 8.2 In the event of a Non Energy Charge becoming payable pursuant to clauses 8.1 these may be charged as an individual amount or included in the Charges; where the actual amount of any Non Energy Charge is unknown, the Supplier's best estimate of such charge may be applied and the Supplier may reconcile the difference between the amount paid by the Customer and the actual cost when it is known from time to time
- 8.3 Not used.
- 8.4 Not used
- 8.5 The Supplier may vary the Contract, other than as to price and duration of the Fixed Period, at any time by notifying the Customer in writing with not less than 30 (thirty) days written notice of the new terms before they take effect.
- 8.6 Not used
- 8.7 If, over any one month period:
a) the total NHH invoiced consumption ("Invoiced Amount") is less than 50% of the aggregate seasonal NHH estimated consumption for all Supply Points based on the information provided by the Customer to the Supplier at the time of entering into the Contract (the "Estimated Amount") due to the Customer closing, disposing of or otherwise leaving one or more NHH Supply Premises; or
b) the total HH invoiced consumption ("Invoiced Amount") is less than 90% or more than 110% of the aggregate seasonal HH estimated consumption for all Supply Points based on the information provided by the Customer to the Supplier at the time of entering into the Contract (the "EstimatedAmount");
(i) The Supplier may recover (and the Customer shall pay) the additional costs of supply calculated by reference to differences in volume and price in an amount equal to the absolute value of: (Invoiced Amount – Estimated Amount) multiplied by (Actual Price – Quote Price); where: Actual Price = the average of half hourly N2EX reference prices (as defined in www.n2ex.com, or any website that replaces this website); Quote Price = the baseload wholesale market price for the relevant month that was the used by the Supplier to calculate the Discounted Rate, and/or (ii) The Supplier may recover any increases in the Non Energy Charges.
- 8.8 During the Fixed Period the Supplier will use reasonable endeavours to ensure that the Guarantees of Origin that are allocated to the Customer's supply have the characteristics specified in the Front Sheet. However, the Supplier reserves the right to substitute a Guarantee of Origin with different characteristics where, for reasons beyond the Supplier's reasonable control, it is not possible to source those with the characteristics specified in the Front Sheet.
- 8.9 The Supplier may vary the Contract where there is a change in an industry wide practice or in the requirements of or in the interpretation of the requirements of any regulatory authority, including any changes to, or any introduction of any Industry Rule, law, tax, levy, certification or similar (including in respect of any costs referred to in the Front Sheet as being included in the energy rate, or as otherwise Fixed
- ## 9 CHANGE OF OCCUPIER
- 9.1 If the Customer intends to close, dispose of or otherwise leave any of the Supply Premises, then the Customer shall give the Supplier notice of its intention at least 45 days in advance. Such notice shall set out

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- (i) the date the Customer intends to close, dispose of or otherwise leave the Supply Premises; and
(ii) the name, contact details and current address of any new owner or occupier of the Supply Premises; and
(iii) evidence, satisfactory to the Supplier, of the Customer's intended vacation.
- 9.2 If such notice is not given by the Customer, the Customer shall remain liable for the Charges in respect of the period up to the earlier of the date
(i) the Contract is terminated in accordance with Clause 10
(ii) on which another electricity supplier becomes registered as the supplier of electricity for another customer at the premises
(iii) the date the Supplier has established that another party became responsible for the supply of energy
- 9.3 Whether or not the Customer gives notice in accordance with Clause 9.1, the Supplier may terminate the Contract in relation to the relevant Premises from, or any time after, the date the Customer ceases to occupy them.

10 TERMINATION

- 10.1 The Contract shall terminate automatically and with immediate effect if the Licence is revoked or if a Last Resort Supply Direction (as defined in the Licence) is given to an electricity supplier other than the Supplier in respect of the Supply Premises.
- 10.2 The Customer may terminate the Contract:
(i) at any time effective after the Fixed Period ends;
(ii) Not used;
(iii) by giving notice to the Supplier, within 30 days of receipt of a notice issued by the Supplier under Clause 8.1.v, in which case termination shall take effect on the thirtieth day from the date of the Customer's notice and the proposed increase shall not take effect.
- 10.3 Not used
- 10.4 In the event that either party purports to terminate the Contract in respect of any Supply Premises but the customer continues to take a supply of electricity at those Supply Premises, then the Fixed Period shall end in respect of those Supply Premises but the Contract shall continue in respect of those Supply Premises until the Customer ceases to take such a supply. In such circumstances:
(a) the Customer shall be charged, in respect of those premises, at the Out of Contract Rate, which shall be effective from the date of purported termination; and
(b) the Customer shall pay all other costs reasonably incurred by the Supplier from the date on which the relevant party purports to terminate this Contract until either the registration of an alternative supplier or disconnection of the Supply Premises from the Network has occurred.
- 10.5 The Supplier may terminate the Contract at any time for all or any Supply Premises if:
(i) the Customer fails to pay when due any amount payable by it under the Contract and does not pay such amount in full within five days after notice of such failure is given to the Customer;
(ii) without prejudice to Clause 10.5(i), the Customer fails to comply in any material respect with, or fails to perform in any respect, any of its material obligations under the Contract and where it is capable of remedy such failure is not remedied to the reasonable satisfaction of the Supplier within 2 days after notice of such failure is given to the Customer;
(iii) the Customer agrees, or takes steps to agree, to take a supply of electricity at any Supply Premises from another supplier without the Supplier's prior written consent;
(iv) the Customer passes a resolution for its winding up which shall include amalgamation, reconstruction, reorganisation, administration, dissolution, liquidation, merger or consolidation (other than a solvent amalgamation, reorganisation, merger or consolidation approved in advance by the Supplier) or a petition is presented for, or a court of competent jurisdiction makes an order for, its winding up or dissolution, or an administration order is made in relation to it or a receiver is appointed over, or an encumbrancer takes possession of or sells, one or more of its assets or the Customer makes an arrangement or composition with its creditors generally or ceases to carry on business;
(v) it becomes unlawful for the Customer or the Supplier to comply with or perform any material provision of the Contract;
(vi) any Supply Premises are subject to lease and the landlord's consent is required to the Supplier becoming a supplier of electricity to those Supply Premises and such consent has not been obtained by the Customer; or
(vii) the Supplier has not, under a relevant industry agreement, been able to register as the registered supplier for the relevant Supply Premises within 30 days of the Supply Premises being subject to the Contract (provided that the Supplier shall only be entitled to terminate in respect of the Supply Premises in question, unless the Supply Premises in question represent 15% or more of the estimated annual consumption of the Supply Premises as a whole, in which case the Supplier may terminate in respect of the Contract if it so wishes).
- 10.6 Where the Supplier terminates the Contract in respect of any or all of the Supply Premises in accordance with Clause 10.5, it (a) shall give notice to the Customer of the date of termination; and (b) may discontinue the supply of electricity to such Supply Premises or arrange for its discontinuation without further notice (save as may be required by law).
- 10.7 Where, in relation to any Supply Premises, the Contract is terminated during the Fixed Period in accordance with Clauses 10.5 (ii) or (iv), the Customer shall pay to the Supplier an amount of: (i) £350; or (ii) fifteen percent of the remaining value of the Contract in respect of the relevant Supply Premises (which shall be calculated by reference to the expected level of consumption and the applicable charges that would have applied for the remainder of the Contract in respect of the relevant Supply Premises); or (iii) the value of any losses or expenses incurred by the Supplier in selling back into the UK wholesale electricity market any electricity purchased by the Supplier to meet its obligations under this Contract that will not be consumed by the Customer due to the early termination of this Contract, whichever is greater.
- 10.8 The Customer shall, on demand, pay to the Supplier, on an indemnity basis, all costs incurred by the Supplier in the enforcement of this Contract.
- 10.9 Each Party acknowledges that the payment obligations in Clauses 5.2, 7 and 10 (including any payments arising as a consequence of early termination of the Contract) are reasonable in light of the anticipated harm and represent a genuine and reasonable pre-estimate of the losses, costs and expenses the Supplier may incur and do not constitute penalty provisions.
- 10.10 The termination or expiry of the Contract for whatever reason shall be without prejudice to the rights and remedies of either party, which have accrued prior to the date of termination or expiry. Such termination or expiry shall also be without prejudice to the continuing validity of any provision of the Contract which expressly or by implication is intended to come into or remain in force on or after termination or expiry.
- 10.11 Where the Supplier terminates the Contract in respect of any of the Supply Premises under 10.5(vii), it may charge the Customer any reasonable costs it has incurred in attempting to register the Supply Premises and the Customer shall indemnify the Supplier for any losses or expenses incurred by the Supplier in selling back into the UK wholesale electricity market any electricity purchased by the Supplier to meet its obligations under this Contract that will not be consumed by the Customer.
- 10.12 The Supplier may arrange for the delivery of the electricity supply by instalments in such quantities as it may reasonably decide; such instalments shall be deemed to be separate contracts and no failure in respect of one or more of them shall entitle the Customer to cancel any subsequent instalments or repudiate the Contract as a whole.

11 LIMITATION OF LIABILITY

- 11.1 The Supplier has no obligation in respect of the electricity supply if the supply is shut-down, interrupted, reduced or impaired as a result of the

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energisation, de-energisation or disconnection of any Connection Point (unless it is the direct result of an act or omission by the Supplier) or the exercise of load management or demand control by a Network Operator or the occurrence of an event of force majeure referred to in Clause 8. The Supplier shall not be liable if the supply is delayed or prevented by reason of failure or delay on the part of a Network Operator in the creation or necessary registration of any new Connection Point.

- 11.2 The Supplier shall be liable to the Customer in respect of physical damage to the Customer's property which results directly from a breach of the Contract by the Supplier and which was at the Contract Start Date reasonably foreseeable as likely to result in the ordinary course of events from such breach (subject always to Clause 11.5).
- 11.3 The Supplier shall not be liable to the Customer for any Economic Loss or any indirect or consequential loss arising from or in connection with the Contract or the supply of electricity made pursuant to the Contract.
- 11.4 The Supplier shall not be liable to the Customer in respect of any damage to equipment installed or stored at any of the Supply Premises by third parties.
- 11.5 The total aggregate liability of the Supplier to the Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise arising directly or indirectly under or in connection with the Contract and the supply of electricity shall in no circumstances exceed 10 percent of the total Charges payable to the Supplier each year, as calculated from time to time by the Supplier.
- 11.6 The Supplier shall not be liable either to the Customer or to any third party for any charges incurred by the Customer as a result of the Customer entering into an agreement with a third party.
- 11.7 The exclusions from and limitations of liability under this Clause 11 shall not apply to death or personal injury caused by the negligence of the Supplier.
- 11.8 The Customer shall pay the Supplier, and keep the Supplier fully and effectually indemnified against any tax, levy, duty or impost of any nature whatsoever (other than corporation tax or other tax of a similar nature replacing corporation tax on any of the Supplier's profits and gains) which may be charged, levied or imposed on the Supplier in respect of goods or services provided by the Supplier under the contract, including but without limitation the Non Energy Charges referred to at Clause 8.1 of this Contract

12 NOTICES

- 12.1 Any notice, or other communication to be given by one party to the other party shall be in writing and addressed and sent to the recipient's address as shown in the Front Sheet by hand or first class prepaid post or email and will be deemed to have been received, in the case of delivery by hand, when delivered, in the case of first class prepaid post, on the second day following the day of posting or in the case of email, on the day of sending, , unless in the case of email such sending occurs after 1700 hours on any day, in which case receipt shall be deemed to have occurred at 0900 hours on the next business day following the day of sending. Either party may, by notice to the other party, change the address or email address at which notices, accounts or other communications under the Contract are to be given to it.

13 OTHER BENEFITS

- 13.1 If the Front Sheet specifies that this Contract is for Renewable Source Electricity then the Customer will be entitled to request Product Materials, for any Product Materials the Customer requests this clause 13 applies.
- 13.2 As between the Customer and the Supplier, the Supplier will always be the owner of the copyright, trademarks and other intellectual property rights in the Product Materials.
- 13.3 The Customer must not:
- use any Product Materials in any manner other than set out in the guidance provided with the Product Materials
 - modify any Product Materials; nor
 - permit any other person to use any Product Materials.
- 13.4 The Customer's right to use any Product Materials will cease at the end of the Fixed Period. The Supplier also reserves the right to stop the Customer using any Product Materials at any time. The Customer must destroy the Product Materials at the Supplier's request, or when the Customer no longer has the right to use them.
- 13.5 At the end of the Fixed Period, the Customer shall ensure that any Product Materials on display shall be immediately removed. The Supplier will not be liable to the Customer for any claim or loss arising from or in connection with the Customer's use of the Product Materials throughout the term of the Contract, or any non-permitted continued use of the Product Materials at the end of the Fixed Period.

14 MISCELLANEOUS

- 14.1 No delay or omission by either party in exercising any right, power or remedy under the Contract shall be construed as a waiver of such right, power or remedy and any single or partial exercise shall not prevent any other or further exercise of the same or the exercise of any other right, power or remedy.
- 14.2 The Contract constitutes the whole and only agreement between the parties relating to its subject matter and, except to the extent repeated in the Contract, supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating thereto. Each party acknowledges that in entering into the Contract on the terms and conditions set out in the Contract it is not relying upon any representation, warranty, promise or assurance made or given by the other party or any other person, whether or not in writing, at any time prior to the execution of the Contract which is not expressly set out herein. Neither of the parties shall have any right of action against the other party arising out of or in connection with any agreement, undertaking, representation, warranty, promise, assurance or arrangement referred to above (except in the case of fraud).
- 14.3 The Customer shall not assign or otherwise transfer any of its obligations under the Contract without the prior written consent of the Supplier. The Supplier may assign any of its rights or transfer any of its obligations under the Contract to any person providing that, if it is transferring its obligation to supply electricity, it may only do so to a person authorised to supply electricity to the Supply Premises.
- 14.4 The Customer agrees that, from the date it is notified of such an assignee or transferor, it will accept such person in substitution for the Supplier. By taking a supply of electricity at any Supply Premises the Customer will be deemed to be acceptance of such transfer or assignment. The Supplier may also sub-contract any of its obligations under the Contract.
- 14.5 If any of the arrangements in, or provisions of, any Industry Agreement relevant to the supply of electricity are amended or varied or cease to apply during any Supply Period, the parties shall, at the Supplier's request from time to time, amend the Contract to accommodate any such amendment, variation or cessation in such manner as the Supplier shall reasonably require.
- 14.6 If a term or provision of this Contract is declared invalid or unenforceable in whole or part that term or provision shall be deemed not to be part of the Contract to that extent and all the other provisions of this Contract shall remain in force and effect.
- 14.7 Subject to any provision of the Retail Energy Code, the Supplier reserves the right to raise a Notice of Objection, in respect of any Supply Premises, at any time during the Fixed Period, or at any time where the Customer has failed to make a payment contrary to Clause 7.2.
- 14.8 The Contract shall in all respects be governed by and construed in accordance with the laws of England and subject to jurisdiction of England and Wales.
- 14.9 The parties agree that this Contract may be agreed by Electronic Signature and that for this purpose an Electronic Signature will have equal force to a written signature.
- 14.10 The Customer and the Supplier agree that the provisions of this contract are not intended to confer any rights on any third party and accordingly the provisions of the Contract (Rights of Third Parties) Act 1999 are excluded.
- 14.11 If either party suffers delays in performing, or is unable to perform, any or all of its obligations under the Contract (other than payment obligations) because of some event or circumstance beyond its reasonable control, the Contract shall remain in full effect but the affected

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- party shall have no liability for such delay or failure to perform such obligations for so long as such performance remains impracticable.
- 14.12 The Supplier has collected the Customer's personal data for the purpose of entering into the Contract and the Customer can find the details of how the Supplier will process your data and who the Supplier will share it with in the privacy notice, which is available on the Supplier's website.
- 14.13 The Supplier will always respect and protect the Customer's personal data. Providing the Customer does not opt out, the Supplier will only contact the Customer via post, email, text and telephone and only regarding other products the Supplier offers. To opt out of marketing, the Customer can contact the Supplier to amend their preferences