

# Terms and Conditions for the Supply of Electricity or Gas (Version 9.7)



## 1. WORDS AND PHRASES

- 1.1. The words and expressions used in the **contract** have the meanings set out in the glossary at clause 15.

## 2. THE CONTRACT PERIOD

- 2.1. The **contract** takes effect, subject to you passing a credit check, from the date we agree (as recorded in the **front sheet**), and continues until it is ended in accordance with clause 10 or clause 11.

## 3. ENERGY SUPPLY

- 3.1. We will supply **energy** to each **property** from the time at which we become the **responsible supplier**, and you will pay us the **charges**.
- 3.2. We will ensure that for each MWh of electricity supplied to you 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. we will allocate one **guarantee of origin** to each MWh of electricity we supply to you;
  - b. we will ensure that each guarantee of origin that we allocate to your 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 **guarantee of origin**, we will redeem each **guarantee of origin** that we allocate to your supply
- 3.3. Unless we are relieved of our obligation to do so by our **supply licence**, we will become the **responsible supplier** for each **property** within 5 working days of the date of the **contract** (or by any later date you have agreed in the **front sheet** or elsewhere).
- 3.4. The **energy** will be delivered to each **connection point** by the **network operator** on our behalf. The **network operator** is responsible for maintaining the **network** and the connection of each **property** to the **network**, and it may **disconnect** the supply of energy in accordance with its legal rights to do so.
- 3.5. Ownership of the **energy** will transfer to you at the **connection point**. Responsibility for the **energy** will transfer to you at the **connection point**, and you will be responsible for **energy** losses which are incurred on your side of the **connection point**.
- 3.6. We will only supply properties with gas that are not subject (under the **industry codes**) to daily meter reading.
- 3.7. You will ensure that before the intended supply start date:
- a. all **properties** are connected to the **network**;
  - b. you are not in (and will not enter into) a contract with another supplier for the supply of **energy** to the **property**

**The following applies only in the case of supplies of electricity:** Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties in relation to the connection at which your network operator delivers electricity to, or accepts electricity from, your home or business. In the case of some non-domestic sites, as further described in the NTC, the NTC provide for the continuing application of site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site specific connection terms exist. If you want to know the identity of your network operator, or want a copy of the NTC or have any questions about it, please write to: Energy Networks Association, 1st Floor, 4 More London Riverside, London SE1 2AU: phone 0207 706 5137, or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

## 4. DISCONNECTING THE SUPPLY OF ENERGY

- 4.1. You agree that the supply of **energy** to any **property** may be **disconnected**:
- a. if you do not make a payment when due under the **contract**; or
  - b. if we believe that:
    - i. the **energy** intended to be supplied to you has been stolen or redirected;
    - ii. there has been interference with the **network** or **metering**;
    - iii. it is necessary to do so in order to avoid danger or a breach of an **industry code**; or
  - c. if we are obliged to **disconnect** the property under law, our **supply licence** or any **industry code**;
  - d. after we end the **contract** in respect of that **property** in accordance with clause 11, if we remain the **responsible supplier**; or
  - e. where a **traditional prepayment meter** or a **smart meter** in **prepayment mode** runs out of credit, which will happen automatically
- 4.2. You agree that we (and our contractors) may access a **property** for the purposes of **disconnecting** the supply of **energy** to that **property** in accordance with clause 4.1. You also agree that we can **disconnect** the supply remotely if the **metering** provides for this.
- 4.3. If the **energy** supply to any **property** is (or arrangements are made for it to be) **disconnected** because of something you have done or not done (but should have done) you will:
- a. compensate us for any losses or costs which we have incurred as a consequence of **disconnecting** the supply;
  - b. compensate us for any costs which we incur in re-establishing the supply; and
  - c. if we request, provide us with a performance bond in an amount which we reasonably determine to approximate to the value of three months' supply of **energy**.
- 4.4. If you ask us to do so, we will send you our current charges for **disconnecting** and re-establishing a supply.
- 4.5. We will give you notice of our intention to **disconnect** a supply to a **property** in accordance with our obligations under law, our **supply licence** and the

industry codes.

## 5. YOUR OBLIGATIONS

- 5.1. You confirm that none of the **properties** are a property at which a supply of **energy** is taken wholly or mainly for domestic purposes. Please contact us if you are unclear what this means.
- 5.2. You will notify us:
  - a. before you make changes to the **properties** that are likely to alter the amount of **energy** you consume or the time of day that you consume it;
  - b. if the **contract** is for the supply of electricity, before you install, connect or remove equipment which is likely to cause a material change in the volume or pattern of electricity you require from us at a **property**, including but not limited to electricity generating equipment, batteries or electric vehicle charge points; and
  - c. if the **contract** is for the supply of electricity, before you change the voltage at which you take the electricity supply.
- 5.3. You agree:
  - a. to provide us with the assistance and information that we reasonably require to enable us to comply with our obligations under the **contract**, our **supply licence** and the **industry codes**;
  - b. to maintain the equipment, pipes and wires at each **property** in good and safe working order and in compliance with law;
  - c. to ensure that each **property** remains connected to the **network** at the relevant **connection point**, and to maintain and comply with all necessary agreements and consents for such connection; and
  - d. not to enter into a contract with any third party for the supply of **energy** to any **property** during the **fixed period**.
- 5.4. You agree that we can pass on to third parties information concerning the supply of **energy** or information you provide to us, and we will do so in accordance with law, our **supply licence** and the **industry codes**.
- 5.5. You confirm that all of the information provided by you (or on your behalf) in relation to the contract is accurate and complete, and not misleading.
- 5.6. You agree that we may obtain from your previous **energy** supplier (or other relevant industry parties) any information we reasonably require in order to supply **energy** to the **properties**.
- 5.7. If you believe that there is (or may have been) an escape of gas, you must immediately call the **network operator** on 0800 111 999 and they will provide any emergency services for which you must allow them access.
- 5.8. You agree to us contacting you in relation to the **contract** using any contact details you have provided to us.

## 6. METERING AND ESTIMATES

- 6.1. We will arrange for **metering** to be (or remain) installed at each **property** (save where clause 6.9 applies).
- 6.2. The **metering** will either belong to us or to another entity with which we have contracted. You will not own the **metering**, and will not be able to object to any transfer of the ownership of the **metering** that may take place or to its replacement with alternative **metering**.
- 6.3. You will allow our representatives reasonable access to each **property** at reasonable times to install, read, inspect, maintain, remove or replace the **metering**. You also agree that this right of access extends to the entity that owns the **metering**, and to any of our contractors.
- 6.4. You will not interfere with the **metering**, and will make sure that it is not damaged. You will compensate us for any losses or costs that we incur as a result of damage to the **metering**.
- 6.5. Where we agree to replace the **metering** at your request, you will reimburse us for any losses and expenses that we incur (including abortive visit charges) in connection with such change other than those arising due to our failure to meet our obligations.
- 6.6. We will arrange for the **metering** to be read. You may also provide us with readings or we may request you to provide them, which will be subject to our validation. If we have been unable to obtain a meter reading for a period of 9 months, we may install a **smart meter** at the **property**.
- 6.7. If a meter reading is not available, or is in our reasonable belief inaccurate, we will estimate the amount of **energy** used by you and will charge you accordingly. Any such estimates shall be subject to reconciliations as actual or more accurate information becomes available.
- 6.8. If you reasonably believe that the **metering** at a **property** is inaccurate, you can ask us to test the **metering**. If you ask us, we will arrange for the **metering** to be tested within a reasonable period. If the accuracy of the **metering** is found to be within the limits prescribed by the **industry codes**, you will reimburse us for the cost of the test. If the accuracy of the **metering** is found to be outside the limits prescribed by the **industry codes**, we will repair or replace the **metering**. If the accuracy of the **metering** is found to be outside the limits prescribed by the **industry codes**, we will also apply a reasonable adjustment (up or down) to the **charges** to reflect the inaccuracy.
- 6.9. For those **properties** (if any) that have half-hourly electricity meters, you will contract with a meter operator agent (as defined in the **industry codes**) for the maintenance of those meters. You will notify us of the entity with which you have contracted at least 30 days in advance of the intended supply start date (and in advance of any replacement). Where this clause 6.9 applies, you will be responsible for the accuracy of the meters under clause 6.8 and you will compensate us for any losses and costs we incur as a result of the poor performance of your agent.
- 6.10. 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 or energy efficiency savings and products; and the monitoring and control of potential energy theft. You may restrict us from obtaining, storing and using consumption data relating to periods of less than one month in duration by writing to us at Opus Energy House, 8-10 The Lakes, Northampton, NN4 7YD.
- 6.11. Where any **metering** does not include a **smart meter** we may on at least 7 days' notice, replace the **metering** with a **smart meter**.

## 7. CHARGES

- 7.1. You will pay us the **charges**. Amounts set out in the **contract** are stated exclusive of value added tax, **climate change levy** and **green deal charges** which will be payable by you (where applicable in accordance with law).
- 7.2. We will, each month or at such other intervals as we agree with you, send you an invoice in respect of the **charges** for the relevant period. We will send the invoice through e-billing facilities (unless you have specifically requested invoices be sent by prepaid post). E-billing facilities may (at our discretion) entail us sending the invoice to an e-mail address maintained by you, or uploaded onto your e-billing account on our website. You will maintain an email address for this purpose, and notify us of the address. If an e-billing account is used, you will keep your password secure and confidential, and we may close your e-billing account at any time without notice if we have reason to believe that the account is being accessed or used in an unauthorised manner.
- 7.3. You will pay the **charges** shown in each invoice to us by Direct Debit (unless otherwise agreed) within 10 days of the date of an invoice or statement.
- 7.4. Not used.

- 7.5. Not used.
- 7.6. If you do not pay the **charges** by the payment date, we will charge you interest on the overdue amount at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 (which is 8% above the Bank of England base rate).
- 7.7. This clause will apply if a Direct Debit request is returned unpaid by your bank twice in any 12-month period, or you pay by a means other than Direct Debit without our prior agreement, or you fail to pay any invoice by its due date. Where this clause applies, we can charge you at the **non-DD rate** (rather than the **contract rate** or the **variable rate**) until you pay all the **charges** in full. We may also charge you an administration fee. This clause applies in addition to any other rights or remedies we may have.
- 7.8. Where any credit amount is due to you under the **contract**, we may use the credit amount to set-off against any amounts that you owe us under the **contract** (or that you owe to us or our **affiliated companies** under any other agreement). Set-off will settle both the amount owed to you and the amount you owe.
- 7.9. Where a credit arises under clause 7.8, we will deduct the amount we take by Direct Debit. However, if we have consented to payment terms other than by Direct Debit or if the credit is greater than the amount owing to us, then we will credit the amount to an account operated by us for that purpose. We will pay any such amount to you on request. We will send the reconciliation notice or credit note to your address as held by us, unless we are aware that you are no longer in occupation of the **property** and you have not provided a forwarding address.
- 7.10. Save as set out in clause 7.8, you will pay the **charges** in full without any deduction or set-off.
- 7.11. Your obligations under this clause 7 still apply even if you appoint a third party agent to provide bill processing or validation services.
- 7.12. If you do not pay any of the **charges** by the payment date, and you are more than 10 days late in making payment, all our unpaid invoices under the **contract** will be deemed to be immediately due and payable. In addition, we will be entitled to:
- require you to pay the **charges** for each month in advance based on our estimate of likely **energy** consumption in that month (subject to a subsequent reconciliation against actual consumption at least once in every 12-month period);
  - require you to pay us a cash deposit in an amount equal to our estimate of our likely exposure to you under the **contract** (in which case title in such amount will vest in us, but we will pay you an equal amount after the payment of our final invoice following the end of the **contract** (subject to any amounts deducted by us in settlement of outstanding invoices under the **contract**);
  - install a **smart meter** at your **property**;
  - switch your **smart meter** into **prepayment mode**; and / or
  - recover your debt using the debt recovery functionality of any **smart meter** in **prepayment mode** or of any **traditional prepayment meter**
- 7.13. If you do not pay any of the **charges** by the payment date, we may pass information relating to you onto a credit reference agency.
- 7.14. If you have entered into any other agreement with us or one of our **affiliated companies**, and you send a payment to our address without specifying the agreement to which the payment relates, then we may choose to allocate the payment to the **contract** or to the other agreement.
- 7.15. Where you are a **microbusiness** and it comes to our attention either during or after the expiration of the **fixed period**, that one or more of the invoices were incorrect or need to be reconciled to reflect **non energy charges** then we will not issue you with an invoice for an increased amount for a period more than 12 months in the past, unless we have an exemption in our supply licence.
- 7.16. If you have engaged a broker (or other introducer or agent) in the negotiation of the **contract** we may pay the broker (or other introducer or agent) commission and any such commission shall form part of the **charges**
- 7.17. Where you have a **traditional prepayment meter** or a smart meter in **prepayment mode**:
- You must top-up the **metering** in advance to receive a supply of **energy** to the **property**; and
  - You may be required to pay for additional services (such as replacement cards)

## 8. VARIATION

- 8.1. We reserve the right to increase the **charges** at any time to pass through any higher or additional costs by giving you prior notice for the following reasons:
- The **charges** have been calculated based on information provided to us about the historic and expected pattern and quantity of **energy** use at each **property**. In the event that such information proves to be inaccurate, we reserve the right to vary the **charges** to take into account such inaccuracy.
  - If the method of determining any **non energy charges** is changed from that applied on the date of the **contract** and / or there are changes to **non energy charges** that we could not have reasonably forecast at the date of the **contract**, and as a result any **non energy charges** are materially increased, and cannot be feasibly absorbed by us 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.
  - You confirm that none of the **properties** have a **traditional prepayment meter**. If we discover after the supply start date that a **property** does have a **traditional prepayment meter**, then your **charges** will be our standard prepayment meter tariff and not the **contract rate** or the **variable rate**. If this is the case, then we will inform you of these rates.
  - We may amend the **variable rate** on notice to you at any time and for any reason
  - Otherwise if, due to circumstances beyond our control, the cost of supplying your **connection point** is greater than the **contract rate**, in which case you may end the **contract** in accordance with clause 11.3.
- 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, our best estimate of such charge may be applied and we may reconcile the difference between the amount paid by you and the actual cost when it is known from time to time.
- 8.3. We may at any time unilaterally vary any term of the **contract** where a change to industry wide practice, or in the requirements, or in the interpretation of the requirements of any **competent authority**, including any changes to, or the introduction of, any **non energy charges, industry code, law, certification or tax** or similar has occurred.
- 8.4. In addition to our other rights under this clause 8, we may vary the **contract** (but not the **charges** (save as described at clause 8.1) or the duration of the **fixed period**) at any time by notifying you in writing not less than 30 days in advance of the new terms taking effect.

## 9. CLIMATE CHANGE LEVY AND GREEN DEAL CHARGES

- 9.1. This clause 9 only applies in the case of electricity supply.
- 9.2. If a property is (or becomes) subject to a **green deal plan**, we will collect **green deal charges** from you and pass these to the **green deal provider** (or its nominee). We will only collect **green deal charges** under the **contract** that become payable after the date we commence supplying **energy**. Once we stop supplying the **property**, you remain liable under the **contract** for the **green deal charges** incurred during the period in which we supplied you

with **energy**. Despite the **contract** ending, while you are the green deal bill payer under the **green deal plan**, you will remain liable for the **green deal charges**.

- 9.3. If the electricity supplied to any **property** is **renewable source electricity** we will charge you an additional amount that is equal to the value of the **climate change levy**. We refer to this amount as a CCL Exempt Charge.
- 9.4. We are required by the Finance Act 2000 to make the following declarations, which do not create any contractual rights or obligations. We declare that, in each averaging period, the amount of exempt renewable supplies made by us will not exceed the difference between:
  - a. the total amount of renewable source electricity that during that period is either acquired or generated by us, and
  - b. so much of that total amount as is allocated by us otherwise than to exempt renewable supplies.

## 10. END OF FIXED AND VARIABLE PERIODS

- 10.1. Unless the **contract** ends earlier in accordance with clause 11:
  - a. following the expiry of the **fixed period**, the **contract** will continue and will enter the **variable period**; and
  - b. during the **variable period** you will be charged at the **variable rate** (rather than the **contract rate**).
- 10.2. Towards the end of the **fixed period**, we will send you a notice on a date set in accordance with our **supply licence**. This notice will set out the initial **variable rate** that will apply if your contract enters the **variable period**. This does not restrict our right to amend the **variable rate** in accordance with clause 8.1 d.
- 10.3. You do not need to give a termination notice to leave us at the end of the **fixed period** or during the **variable period**. The **contract** will only end when another supplier becomes the **responsible supplier**, or the supply to the property is **disconnected**, or it otherwise ends in accordance with clause 11.

## 11. ENDING THE CONTRACT

- 11.1. Where you will no longer be the owner or occupier of a **property**, you must give us 30 days' prior notice of the date the change in ownership or occupier is expected to occur. This notice should include:
  - a. The date of the change of owner or occupier
  - b. The name and contact details of the new owner or occupier
  - c. Evidence satisfactory to us of the change of owner or occupier
- 11.2. Where you do not provide notice according to clause 11.1 that you will no longer be the owner or occupier of a **property** you remain liable for the **charges** until the earlier of:
  - a. the date we enter into an **energy** supply contract for that **property** with another person (which may be deemed to occur under law)
  - b. the date another supplier becomes the **responsible supplier**
- 11.3. If we serve a notice under clause 8.1 e, you may end the **contract** by informing us within 30 days after you receive the notice. In these circumstances, the **contract** will end 30 days after the date that you so inform us.
- 11.4. We may end the **contract** at any time for any or all of the **properties** if:
  - a. you fail to pay when due any amount payable by you under the **contract**, and do not pay such amount in full within 10 days after us informing you of such failure;
  - b. you are in material breach of any of the provisions of the **contract** (other than failures to pay), and such breach is not remedied to our reasonable satisfaction within 2 days after us informing you of such breach;
  - c. you are deemed in accordance with law to be unable to pay your debts, or any legal proceedings or other steps are taken in relation to: your winding-up or liquidation; the appointment of a liquidator, receiver, administrator, administrative receiver or similar officer in respect of you or your assets; a composition, assignment or arrangement with your creditors;
  - d. it becomes unlawful for you or us to comply with any material provision of the **contract**;
  - e. a landlord's consent is required for us to become a supplier of **energy** to the property (including in order for us to use a network that is not operated by a statutory licensee), and you have not obtained such consent on terms acceptable to us (or that consent ends);
  - f. we have not been able to become the **responsible supplier** for the **property** within 30 days after the **property** first becomes subject to the **contract**; or
  - g. the **energy** is gas and the **property** is subject (under the **industry codes**) to daily meter reading.
- 11.5. If we end the **contract** in respect of any or all of the **properties** in accordance with clause 11.3, we will inform you of the date the **contract** will end (and, if the **contract** is not ending, of the affected **properties**).
- 11.6. If we end the **contract** in respect of any or all of the **properties** in accordance with clause 11.3, you will compensate us for the losses and costs we incur as a result of the early termination of the **contract** and the enforcement of our rights.
- 11.7. The **contract** will end automatically and with immediate effect if our **supply licence** is revoked, or if a last resort supply direction (as defined in our **supply licence**) is given to another supplier in respect of the supply of **energy** to the **properties**.
- 11.8. If we continue to be the **responsible supplier** at any **property** after we end the **contract** in respect of the **property**, then the **fixed period** or the **variable period** will end for the property but the **contract** will not. The **contract** will continue to apply until we are no longer the **responsible supplier** or the property is **disconnected**. However, you will be charged at the **out of contract rate**, and you will have to reimburse us for all the costs that we reasonably incur until the supply to the property is **disconnected** or until another supplier becomes the **responsible supplier**.
- 11.9. The ending or expiry of the **contract** for whatever reason will be without prejudice to your and our rights and remedies which have accrued prior to the end or expiry of the **contract**. Such ending or expiry will 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 the end or expiry of the **contract**.
- 11.10. Where for any **property** the **contract** is terminated under clauses 11.4b, c or g you shall pay us an exit fee of the higher of:
  - a. £150; or
  - b. fifteen percent of the remaining value of the **contract** for the **property** based on your **charges** and our reasonable estimate of your consumption
- 11.11. If you agree your **contract** through a broker that either we or you have entered into a separate agreement with, this **contract** will continue irrespective of whether any separate agreement is terminated.

## 12. LIABILITY

- 12.1. If either we or you are unable to perform any or all of the obligations under the **contract** (other than payment obligations) because of some unforeseeable event or circumstance beyond the affected party's reasonable control, then the **contract** will remain in full effect but the affected party will have no liability for such failure to perform (provided it uses its reasonable endeavours to overcome the problem).
- 12.2. We have no obligation in respect of the **energy** supply if the supply is shut-down, interrupted, delayed, reduced or impaired as a result of actions by the **network operator**.
- 12.3. We will be liable to you in respect of physical damage to property which results directly from our breach of the **contract** and which was reasonably foreseeable at the date of the **contract** as likely to result from such breach (subject to clause 12.5).
- 12.4. We will not be liable to you for any loss of profits, revenues, contracts, interest, business, goodwill or opportunity (whether or not foreseeable) arising from or in connection with the **contract** (whether in contract, negligence or otherwise).
- 12.5. Our total aggregate liability arising from or in connection with the **contract** (whether in contract, negligence or otherwise) will in no circumstances exceed the average total **charges** payable to us each year.
- 12.6. We will not be liable to you in respect of any damage to equipment installed or stored at the **property** by third parties. We will not be liable either to you or to any third party for any costs incurred by you as a result of you entering into an agreement with a third party.
- 12.7. The exclusions and limitations of liability under this clause 12 will not apply to death or personal injury caused by our negligence, or in the case of our fraudulent misrepresentation.
- 12.8. You will compensate us in full for any loss or cost we suffer as a result of your breach of the **contract**.
- 12.9. You shall pay us, and keep us 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 our profits and gains) which may be charged, levied or imposed on us in respect of goods or services provided by us under the **contract**, including but without limitation the **non energy charges** referred to at clauses 8.1 of this **contract**.

## 13. NOTICES

- 13.1. All notices or other communications to be given by us or you to the other in relation to the **contract** must be:
  - a. in writing and addressed and sent to the recipient's address or number as shown in the **front sheet** (or as otherwise notified by the recipient in accordance with this clause 13);
  - b. sent by hand or courier or prepaid post or email.
- 13.2. All notices or other communications sent in accordance with clause 13.1 will be deemed to have been received:
  - a. in the case of delivery by hand or courier, when delivered;
  - b. in the case of prepaid post, on the third day following the day of posting;
  - c. in the case of email, on receipt by the recipient's email server,
    - i. unless receipt would otherwise occur outside of normal working hours, in which case receipt will be deemed to have occurred at 0900 hours on the next normal working day.

## 14. OTHER BENEFITS

- 14.1. You will be entitled to request **product materials**, for any **product materials** you request this clause 14 applies.
- 14.2. As between you and us, we will always be the owner of the copyright, trademarks and other intellectual property rights in the **product materials**.
- 14.3. You must not:
  - a. use any **product materials** in any manner other than set out in the guidance provided with the **product materials**
  - b. modify any **product materials**; nor
  - c. permit any other person to use any **product materials**.
- 14.4. Your right to use any **product materials** will cease at the end of the **fixed period**. We also reserve the right to stop you using any **product materials** at any time. You must destroy the **product materials** at our request, or when you no longer have the right to use them.

## 15. MISCELLANEOUS

- 15.1. The **contract** constitutes the whole and only agreement between us and you relating to its subject matter. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given on our behalf which is not set out in the **contract**.
- 15.2. No delay or omission by either us or you in exercising any right or remedy under the **contract** will be construed as a waiver of such right or remedy. Any single or partial exercise will not prevent any other or further exercise of the same right or remedy, or the exercise of any other right or remedy.
- 15.3. You will not transfer any of your rights or obligations under the **contract** without our prior written consent.
- 15.4. We may transfer the **contract** (or our future rights and obligations under the **contract**) to any entity that has the necessary statutory authorisations to supply **energy** to the property. You agree that, from the date you are notified of such a transfer, you will accept such person in substitution for us. We may also sub-contract any of our obligations under the **contract** (provided that we will remain liable for performance).
- 15.5. If a provision of the **contract** is declared invalid or illegal or unenforceable, that provision will be deemed omitted from the **contract**, and the other provisions will continue to apply (unless it would be manifestly unreasonable for such provisions to continue).
- 15.6. If any of the provisions of any **industry code** are amended or varied or cease to apply, you will, at our request, agree to amend the **contract** to accommodate any such amendment, variation or cessation in such manner as we reasonably require.
- 15.7. Subject to restrictions imposed by law or under the **industry codes**, we reserve the right to raise a **notice of objection** in relation to any of the **properties** at any time during the **fixed period** or **variable period** if you attempt to change supplier and any invoices under the **contract** remain unpaid beyond their due date.
- 15.8. No provision of the **contract** shall be enforceable by any third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 15.9. The **contract** (and all contractual and non-contractual matters arising in relation to it) will be governed by and read in accordance with the laws of England, and subject to the jurisdiction of the courts of England and Wales.
- 15.10. We have collected your personal data for the purpose of entering into the **contract** with you and you can find the details of how we will process your

data and who we will share it with in our privacy notice, which is available on our website.

15.11. We will always respect and protect your personal data. Providing you do not opt out, we will only contact you via post, email, text and telephone and only regarding other products we offer. To opt out of marketing, please contact us to amend your preferences.

## 16. GLOSSARY

16.1. The words and expressions used in the **contract** have the following meanings:

**affiliated company:** means any holding company or subsidiary of ours or any company which is a subsidiary of a holding company of ours and "holding company" and "subsidiary" have the meanings set out in section 1159 Companies Act 2006;

**charges:** means the **contract rate** (or where applicable in accordance with the **contract**, the **non-DD rate**, the **out of contract rate** or the **variable rate**), together with any other amounts payable by you to us in accordance with the **contract**;

**climate change levy:** means the tax of that name established pursuant to schedule 6 of the Finance Act 2000;

**competent authority:** means any regional, national or supra national court, authority, inspectorate, department, regulator or other governmental or administrative body (in each case to the extent having jurisdiction over either or both of the parties, the **contract**, and/or its subject matter)

**connection point:** means, in respect of each property, the point(s) at which the **energy** flows between the **network** and your equipment, pipes or wires;

**contract:** means the supply contract between us and you comprising the **front sheet** and these terms and conditions;

**contract rate:** means the pence per unit charge for the supply of **energy** specified in the **front sheet**;

**disconnect:** means to interrupt, cut-off, de-energise, disconnect or suspend a supply of **energy**, whether temporarily or on a permanent basis;

**energy:** means either gas or electricity, as specified in the **front sheet**;

**fixed period:** means the fixed period specified in the **front sheet** (commencing on the date we become **responsible supplier**) or any subsequent fixed period agreed between you and us;

**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(s) attached to it;

**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;

**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 codes:** means the codes and agreements referred to in our **supply licence** or other licence or code that we are subject to, or should be a party to, or which effects our ability to perform our obligations under the **contract**;

**metering:** means, for each **connection point**, the appropriate metering (and related equipment) used for measuring **energy** consumption data at the **connection point** and for the collection and transmission of such data;

**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;

**network:** means, as the case may be, either the electricity distribution network or the gas distribution network, through which you receive the supply of **energy**;

**network operator:** means, in respect of each property, the owner or operator of the **network**;

**non-DD rate:** means a pence per unit charge for the supply of **energy**, being the **contract rate** or the **variable rate** as applicable plus an additional 7.5% per unit;

**non energy charges:** means charges, costs, losses and/or expenses levied on or incurred by us which are outside our control and which concern or relate to the supply of **energy**, including the charges made for the provision or operation of meters or the collection or aggregation of meter data; charges made for the transmission and/or distribution of **energy**; charges made in respect of losses on transmission and/or distribution systems; charges made because you exceed the capacity or volume allocated by the **network operator**; and any taxes, levies or duties imposed in relation to the supply of **energy** or on us (including in respect of the renewables obligation, the small-scale low-carbon feed in tariff, contracts for difference, capacity market or anything similar to them);

**notice of objection:** means an objection to a 'proposed supplier transfer' (as defined in our supply licence);

**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 non personalised digital materials provided to you under the **contract** in connection with the promotion of your use of **renewable source electricity**;

**property:** means each of the properties listed in the **front sheet**, as amended from time to time

**renewable source electricity:** means electricity that qualifies for **guarantees of origin**

**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 us with remote access to such data, and meets the specifications required by **industry codes**

**supply licence:** means either, as the case may be, our electricity supply licence held under section 6 of the Electricity Act 1989 or the our gas supply licence held under section 7A of the Gas Act 1986;

**responsible supplier:** means, for each **property**, the supplier registered under the **industry codes** as responsible for the supply of **energy** to the **connection point(s)** at that property;

**traditional prepayment meter:** means a meter 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.

**variable period:** means the period that follows the **fixed period** in accordance with clause 10.1, and during which the **variable rate** shall apply;

**variable rate:** means our rates for the supply of energy, as initially notified to you in accordance with clause 10.2 and subsequently amended and notified from time to time in accordance with clause 8.1.d;

**we/us/our:** if the **contract** is for the supply of electricity, Opus Energy Limited; or, if the **contract** is for the supply of gas, Opus Gas Supply Limited; and

**you/your:** the person, people, company or partnership which has entered into the **contract** with us.

**16.2.** In the **contract** any references to:

- a.** us, includes references to our employees, agents and contractors;
- b.** legislation, includes references to that legislation as modified, amended, extended or re-enacted from time to time;
- c.** codes or agreements, includes those codes or agreements as amended from time to time;
- d.** clauses are references to the clauses of these terms and conditions;
- e.** the singular include references to the plural (and vice versa);
- f.** the terms 'include' and 'including' are without limitation to any other matters being included in or covered by the relevant provision; and
- g.** person or persons or other entities, are references to any legal or natural person including individuals, companies, sole traders, partnerships etc.