
Terms and Conditions of Supply for Business Customers

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ecotricity

Terms And Conditions Of Supply

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

1. The Contract.

- 1.1. If you have signed a contract with us then these terms and conditions, together with the Business Supply Agreement, create a legally binding Contract (the '**Contract**') between you (our '**Customer**') and us The Renewable Energy Company Limited (trading as '**Ecotricity**'). If you have not signed a contract, or your Fixed Term has come to an end, then clause 18 (Deemed Contracts) will apply.
- 1.2. You warrant and undertake to us that the Site is used solely for business purposes and that you will notify us within seven days if the Site is to be used for completely or mainly domestic purposes. If this happens you will be deemed to have contracted with us on our Terms and Conditions for Domestic Energy Supply.
- 1.3. **Commencement**
This Contract will commence on the date that you sign the Business Supply Agreement.
- 1.4. **Termination**
If you have entered into a Fixed Term Contract you have committed to receive a Supply from us until the end of the Fixed Term, except where you are a Micro-Business and we make a change to these terms and conditions which is significantly to your disadvantage (see clause 19.2).
- 1.5. **Authority to contract**
By entering into this Contract you confirm the Customer is the owner or occupier of the Site (or will be on the date that your Supply starts) and:

- 1.5.1. if you are a sole trader you are aged 18 or over in England or Wales or aged 16 or over in Scotland; or
- 1.5.2. if you are in a partnership or other unincorporated organisation; you agree that you and your partners or fellow officers will be jointly and severally liable under the Contract; or
- 1.5.3. if the Customer is a limited company, limited partnership or other incorporated organisation; you have authority to act on its behalf; or

if you are a TPI; you have an Authority to Sign (**ATS**). If you are a TPI and the Customer challenges the Contract you agree that you will be solely liable for any losses we incur as a result.

2. Connection Conditions

- 2.1. Our obligation to provide the Supply is conditional upon the following conditions being met and maintained during the Term:
 - 2.1.1. there being an installed and operational meter and communications link for each Supply Point or you have asked us to

install an operational meter at each Supply Point;

- 2.1.2. where required to you have paid a Security Deposit under clause 4;
- 2.1.3. where required you have a Connection Agreement in place in respect of your electricity supply. If you are not required to have a Connection Agreement then clause 2.2 will apply; and
- 2.1.4. where we have required you to, or have consented to you doing so, you have contracted directly with the relevant Agent. We may ask you to provide evidence of the relevant Meter Operator, Data Aggregator and/or Data Collector agreement(s).

2.2. National Terms of Connection

Where there is no Connection Agreement in place Ecotricity may act on your behalf to enter into one in the form of the National Terms of Connection (**NTC**) with which you agree to comply. The Connection Agreement will take effect from the time that you enter into this Contract and affects your legal rights. The NTC is a legal agreement setting out rights and duties in relation to the connection at which your Network Operator delivers electricity to, or accepts electricity from, the Site. You can obtain a copy of the NTC, or raise any questions you might have about it, by writing to Energy Networks Association, 1st Floor, 4 More London Riverside, London, SE1 2AU, calling 0207 706 5137 or visiting their website www.connectionterms.co.uk

3. Supply

Supply Start Date

- 3.1. Where Ecotricity has previously supplied the Site, or you are renewing a Fixed Term, then your Supply Start Date will be the date that this Contract commences under clause 1.3.
- 3.2. Where Ecotricity has not previously supplied the Site your Supply Start Date will be the date stated in the Business Supply Agreement provided all of the Connection Conditions in clause 2 have been met and that none of the provisions in clause 3.2 or clause 3.4 apply.
- 3.3. Your Supply Start Date could be delayed if we have difficulties taking over your Supply from your current Supplier. This could arise if:
 - 3.3.1. your current Supplier objects to you switching your Supply because you have not properly terminated your contract with them;
 - 3.3.2. your current Supplier objects to you switching your Supply because they

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- 3.3.4. consider that you owe them money;
- 3.3.3. we have not been provided with all of the information we require to take over the Supply despite taking reasonable steps to obtain it;
- you are connected to a private gas or electricity network and:
 - 3.3.4.1 - a physical connection needs to be made to the Distribution Network for the electricity and/or gas and the connection has not been made yet; or
 - 3.3.4.2 - your current Supplier has told you that your metering needs to be arranged in a certain way to allow another Supplier to start supplying you and your meter has not yet been changed to allow this;
- 3.3.4. you do, or do not do, something which prevents us from taking your Supply;
- 3.3.5. Ofgem prevents us from taking over your Supply; or
- 3.3.6. there are other circumstances reasonably beyond our control.
- 3.4. We may terminate this Contract immediately, without any liability to you, where we are unable to take your Supply within 20 working days of the Supply Start Date because:
 - 3.4.1. you notify us you no longer wish us to take the Supply; or
 - 3.4.2. one or more of the conditions in clause 3.3 appliesand, where you have a Fixed Term Contract with us, we may charge you an Early Termination Fee in accordance with clause 21.3

Electricity Supply

- 3.5. The electricity supplied may be subject to the variations that are permitted by the Electricity Supply Regulations 1988 (as amended from time to time).
- 3.6. You must obtain our or, if we ask you to, the Network Operator's prior written agreement to install generating equipment on the Site, or to modify or exceed the design features of your connection. You will be required to pay all costs associated with these changes.
- 3.7. We will use all reasonable endeavours to supply you with electricity generated from renewable sources. You acknowledge that, due to the nature of the electricity market, this may not always be possible. You shall have no recourse against us if any part of the electricity supplied to you comes from non-renewable resources.
- 3.8. The gas supplied shall be at the pressure laid down in the Network Operator's code.
- 3.9. Your gas supply may be interrupted or be of lower quality due to circumstances outside of our control or the control of the Network Operator.
- 3.10. We will use reasonable endeavours to ensure that a proportion of the gas supplied to you is sourced from renewable sources. You acknowledge that, due to the nature of the gas market, this may not always be possible. You agree that you shall have no recourse against us if the gas supplied to you, at any time, is from entirely non-renewable resources.
- 3.11. You agree that you will provide us with emergency contact details on our request. In an emergency, or if required to by law, we or the Network Operator may need you to stop using gas. When asked to you will use best endeavours to immediately stop using gas.

4. Security Deposit

- 4.1. We may ask you to pay us a Security Deposit as a condition of entering into, or continuing with, this Contract.
- 4.2. If at any time there are Arrears on your account we shall on each and every occasion be entitled to withdraw an equal sum from the Security Deposit to discharge the Arrears. You agree to top up the Security Deposit to its agreed original level on our request.
- 4.3. Subject to clause 4.4 below we will repay your Security Deposit to you within 20 working days of the termination of this Contract or at any other time in our discretion during the Contract.
- 4.4. We do not pay interest on Security Deposits.
- 4.5. Before we repay the Security Deposit we will deduct from it any sums due to us.

5. Our Charges

- 5.1. The Unit Rate, Standing Charge and, if relevant, any Pass Through Costs (the '**Charges**') for your Supply are set out in the Business Supply Agreement and are expressed exclusive of VAT.
- 5.2. We will charge you for the amount of gas or electricity supplied to you in kilowatt hours.
- 5.3. The Standing Charge will apply from the earlier of either:
 - 5.3.1. the date that a Deemed Contract arises (clause 18);
 - 5.3.2. your Supply Start Date; or
 - 5.3.3. at the end of your Fixed Term where you have not entered into a new Contract or switched to an alternative supplierand applies whether or not the meter is energised.

Gas Supply

- 5.4. In addition to the Charges we will charge you for:
 - 5.4.1. any additional third party costs for example where you have asked us to move a meter or the cost of meter testing (clause 8.8); and
 - 5.4.2. Copy Document Charges we will notify you of the prices when we receive your request.
- 5.5. Where you receive electricity the time that any evening/night/weekend off peak rate applies are prescribed by the Network Operator and cannot be amended by us.

Varying the Charges

- 5.6. Subject to clause 5.8, unless you are on a Fixed Term Contract, we may vary your Unit Price and/or Standing Charge on not less than 28 days' notice. If we do so we will send you a letter confirming the new prices advising you of our intention.
 - 5.7. Subject to clause 5.8, we may vary our Out of Contract Rates at any time on not less than 28 days' notice.
 - 5.8. We may vary any of our prices or provide for an additional charge, on not less than 7 days' notice where:
 - 5.8.1. the Annual Consumption, Profile Class or any other information provided by you to us, or by anyone acting on your behalf, is incorrect;
 - 5.8.2. there is an obvious error in the Unit Price or Standing Charge that we have quoted to you;
 - 5.8.3. there are legislative changes or new taxes, charges, levies or duties related to the Supply imposed on us and which affect our costs of providing the Supply to you;
 - 5.8.4. any other obligation or cost imposed on us, which affects our costs for complying with our obligations under this Contract, changes or is introduced to our Supply Licences, the Relevant Law, the BSC and/or any other relevant industry documents or agreements; or
 - 5.8.5. there is a change in the way your Network Operator, or the operator of any Transmission System, calculates its charges.
- 6.2.4. any other charges or costs we are entitled to charge you under this Agreement, taxes (including VAT) and levies.
 - 6.3. We will produce your invoice using the consumption data recorded by the meter unless:
 - 6.3.1. we have not been provided with the consumption data within the billing period;
 - 6.3.2. you have a Smart Meter and we have been unable, for whatever reason, to retrieve the consumption data; or
 - 6.3.3. we reasonably believe the consumption data to be incorrect
 - 6.3.4. in which case we will invoice you based on a reasonable estimate of your usage based on the information that we have about the Site and your historical usage. We will reconcile your account on receipt of accurate consumption data and any adjustment will be made in the following month's invoice.
 - 6.4. If you do not provide us with a meter reading on your Supply Start Date, or the date that your Deemed Contract started (clause 18), we may open your account to an estimated reading.
 - 6.5. Where a meter reading has been obtained this will be conclusive evidence of your consumption in order for us to calculate your bill unless the meter is found to be recording inaccurately (clause 8.8.2 or 8.9). If your meter fails to accurately register your usage you agree to pay us for the amount that we reasonably estimate you have used.

7. Payment Terms

- 7.1. You agree to pay all invoices within Payment Terms. Your Payment Terms are set out in the Business Supply Agreement. Where you are on a Deemed Contract your Payment Terms are 14 days. A failure to comply with this clause 7.1 will be considered a material breach of this Contract.
- 7.2. If you do not pay any sum due within the Payment Term we shall be entitled to charge you:
 - 7.2.1. interest on the amount you owe us at the rate of interest provided for by Late Payment Legislation from the end of the Payment Term to the date that we receive your payment in full;
 - 7.2.2. a late payment fee of up to £100 as provided for by Late Payment Legislation; and
 - 7.2.3. our reasonable legal and debt recovery costs incurred by us to recover the sums which you owe to us including third party and administration costs; or
 - 7.2.4. we may in some circumstances terminate

6. Invoices

- 6.1. We will endeavour to send you an invoice at least quarterly.
- 6.2. Your invoice will detail:
 - 6.2.1. the amount due for the Supply calculated in accordance with clause 5;
 - 6.2.2. Pass Through Costs;
 - 6.2.3. any interest or late payment fees

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this Contract and place you on a Deemed Contract at our Out of Contract Rates (clause 18).

- 7.3. We may use any sum you pay us to offset sums that are owing to us as follows:
- 7.3.1. we may allocate your payment against the oldest sum due even if you tell us that the payment related to another amount you owe to us;
 - 7.3.2. if you are in credit in relation to a particular Supply or Site we may allocate this credit against a debit balance on another part of your account or against another Site e.g. if your gas account is in credit, we can use this credit to pay off a debit on your electricity account and vice versa;
 - 7.3.3. if we receive a payment intended to pay for more than one Supply or Site we may allocate this payment to different accounts against the oldest sums which you are due to pay us; or
 - 7.3.4. we may allocate your payment to topping up any Security Deposit (clause 4.2).
- 7.4. If you pay a fixed amount each month by direct debit we may adjust the final direct debit amount we take when this Contract comes to an end to take into account any sums we reasonably estimate to be due.

8. Metering

- 8.1. You represent, warrant and undertake to us that the Supply at each Supply Point shall be measured by a meter, which must be:
- 8.1.1. installed at the Supply Point (unless we agree otherwise);
 - 8.1.2. operated and maintained by a Meter Operator;
 - 8.1.3. in proper working order and suitable for measuring the Supply; and
 - 8.1.4. subject to clause 8.4, compliant with all legislation, regulations and codes applicable from time to time.
- 8.2. You must not damage or tamper with your meter. If you do we will charge you for the reasonable costs associated with repairing or replacing the meter and will charge you for the electricity and/or gas we reasonably estimate has been consumed.
- 8.3. To the extent that the meter is owned or controlled by you, or by a third party contracted by you, you shall, or shall procure that the third party shall, at all times maintain the meter and ensure it is in good working order. Further, you are responsible for and must maintain all pipes, wires, cables, equipment and fittings after the point that the Supply leaves your meter and the meter has recorded it. You will indemnify us against loss of any nature incurred by us as a result of your breach of this

clause 8.3

Electricity Supply

- 8.4. In accordance with paragraph 2(2) of Schedule 7 of the Electricity Act 1989 the parties agree that any meter installed for the purpose of recording electricity consumption need not be certified.
- 8.5. If you have a Half-Hourly Meter then clause 20 below also applies.
- 8.6. If you do not have a Half-Hourly Meter and your maximum demand exceeds your Authorised Supply Capacity, or we advise you that you have exceeded an average of 100kw over your three months of highest consumption or a change in industry rules makes it necessary:
- 8.6.1. a Half-Hourly meter will be installed at your cost;
 - 8.6.2. it will be your responsibility to agree a new Authorised Supply Capacity directly with the Network Operator;
 - 8.6.3. the additional terms and conditions at clause 20 will apply; and
 - 8.6.4. except where you are a Micro-Business under a Fixed Term Contract; your current Contract will end and we will re-quote your account based on half-hourly charges or, if reasonable to do so, place you on our Out of Contract Rates. If you a Micro-Business on a Fixed Term then you will remain on your current Contract which will expire automatically. Unless you have entered into a new Contract with us we will place you on our Out of Contract Rates.

Gas Supply

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

Meter Accuracy

- 8.8. Either of us can ask for a meter to be tested to make sure that it is recording your usage accurately:
- 8.8.1. if the meter is found to be recording within the Permitted Tolerances the party that requested the accuracy test will bear the cost of the testing; but
 - 8.8.2. if the meter is found to be outside the Permitted Tolerances then the meter shall be re-calibrated or replaced and we will bear the cost of the accuracy test and re-calibration or replacement except in the circumstances in clause 8.9 below.
- 8.9. If your Meter is or appears to be running backwards, or is in any way failing to record your usage accurately, due to the installation of micro-generation at the Site then you must notify us immediately

and you will bear our reasonable costs associated with the repair or replacement of the Meter

- 8.10. In the event of the circumstances set out in clauses 8.8.2 or 8.9 we will charge you for the electricity and/or gas we reasonably estimate has been consumed.

Access to the Meters

- 8.11. When we ask you to, you will allow safe access to the metering equipment on the Site to the following:
- 8.11.1. us;
 - 8.11.2. our agents;
 - 8.11.3. the Network Operators;
 - 8.11.4. a Competent Authority; and
 - 8.11.5. any other person nominated by us.
- 8.12. You accept that it may not always be possible for the parties in clause 8.11 to provide you with notice of their intention to access the Meters.
- 8.13. You agree to allow forthwith the parties in clause 8.11 access to the Site:
- 8.13.1. to install, repair, replace or remove a Meter;
 - 8.13.2. to install repair, replace or remove any communication link to or from the Meter;
 - 8.13.3. to read, test or inspect a Meter;
 - 8.13.4. to disconnect, reconnect, de-energise or re-energise a Supply;
 - 8.13.5. at any time in the case of an emergency;
 - 8.13.6. for the purpose of detecting, investigating and preventing theft of electricity and/or gas; and
 - 8.13.7. for any other reason permitted under the terms of our Supply Licenses.
- 8.14. You must ensure that that neither you, nor any representative or employee, does or fails to do anything that will prevent or impede access to the Site. If you do you agree that you will pay any costs associated with the failed visit
- 8.15. You are responsible for, and will keep in good repair, all pipes, wires, cables, equipment and fitting after the point that eh Supply leaves the Meter and the Meter has recorded it.

Smart Metering

- 8.16. If you have a Smart Meter installed at the Site by a previous supplier, we will endeavour to use it as such but we may have to treat it as a traditional meter until such time as we notify you otherwise.
- 8.17. If we have made an appointment for a Smart Meter to be installed you agree to provide us with contact details for each Site and agree that person will be available at the appointment time to provide our agents with access to install. You must give us not less than 48 hours' notice of a change of time

or cancellation. If for any reason we are unable to gain access to the Site, or you have not contacted us to change the appointment more than 48 hours before, we will recover from you all of our costs associated with the failed visit.

- 8.18. You agree that we may use the Smart Meter's functions to manage your account and:
- 8.18.1. take meter readings;
 - 8.18.2. monitor your usage at any time;
 - 8.18.3. repair and update the Smart Meter;
 - 8.18.4. De-energise your Supply under clause 9;
 - 8.18.5. identify any faults or interference with the Smart Meter.
- 8.19. If for any reason the Smart Meter fails to record your usage, fails to record your usage accurately, or we are unable to obtain a meter reading for any reason beyond our control we will charge you for the electricity and/or gas we reasonably estimate has been consumed
- 8.20. If for any reason we are unable to communicate with your Smart Meter you agree to have a hard line communication link to your Meter installed at your own cost. Further, you agree to arrange the installation of the hard line communication link within 10 (ten) working days of us notifying you that the communication link is not viable.

9. Disconnection or De-energisation of the Supply

- 9.1. We may Disconnect or De-energise your Supply where:
- 9.1.1. you are breach of any of the terms of this Contract;
 - 9.1.2. such action is necessary in the case of an accident, emergency or to avoid danger to property or person;
 - 9.1.3. we are required to do so by a Competent Authority or Court of competent jurisdiction;
 - 9.1.4. it is necessary for the inspection, maintenance or repair of the meter or Distribution Network; or
 - 9.1.5. you ask us to.
- 9.2. Where you have asked us to Disconnect or De-energise a Supply under clause 9.1 you will be responsible for the costs that we reasonably incur.
- 9.3. We may Disconnect a Supply that was De-energised under clause 9.1 and which has remained continuously De-energised for a period of not less than 3 months.
- 9.4. Where we intend to Disconnect or De-energise the Supply under clause 9.1.1 or clause 9.1.4 we will give you not less than 28 days' notice
- 9.5. Where the Supply has been Disconnected or De-energised under clause 9.1.1 we will not reconnect

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or re-energise until such time as the circumstances giving rise to Disconnection or De-energisation have been remedied to our satisfaction and you have paid such reasonable amount as we may require to cover the cost of the De-energisation and re-energisation and/or Disconnection and re-connection (including any third party charges) and we may, in addition, require you to pay a Security Deposit under clause 4.

- 9.6. Where the Supply has been Disconnected or De-energised under clauses 9.1.2 to 9.1.5 we may not reconnect or re-energise until such time as you have paid such reasonable amount as we may require to cover the cost of the De-energisation and re-energisation and/or Disconnection and reconnection (including any third party charges).

10. Objection to Transfer

- 10.1. We may object to you transferring to another Supplier where:

- 10.1.1. your account is in Arrears;
- 10.1.2. your new Supplier has contacted us and we have agreed that the application was made by mistake;
- 10.1.3. your new Supplier's application relates to a metering point which is a Related Meter and the new Supplier has not applied to register all of the Related Meters on the same working day for the same start date; or
- 10.1.4. you have asked us to do so.

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

11. Terminating the Contract

- 11.1. Unless you are within a Fixed Term you may terminate this Contract at any time by giving us 28 day's written notice provided that:

- 11.1.1. you have paid us all sums that are owed to us; and
- 11.1.2. on the final day of the notice period your Supply is switched to an alternative Supplier or is Disconnected or De-energised

Change of Tenancy

- 11.2. If you cease to be the owner or occupier of the Site within the first quarter of a Fixed Term then clause 21.6 will apply. If you ceased to be the owner or occupier of the Site at any other time then you must give us not less than 28 days prior notice advising of:

- 11.2.1. the date on which you ceased or will cease to be the owner or occupier of the Site; and
- 11.2.2. the name and address of the new owner or occupier of the Site.

- 11.3. If you fail to provide notice under clause 11.2 then, without prejudice to our other rights under this Contract, we shall continue to charge you for the Supply until the earlier of:

- 11.3.1. the date on which the new owner or occupier accepts responsibility for our Charges;
- 11.3.2. the date on which an alternative supplier has been Registered;
- 11.3.3. the date on which we Disconnect or De-energise the Supply;
- 11.3.4. twenty-eight (28) days from receipt of notification, from you or a third party, that you have ceased to own or occupy the Site; or
- 11.3.5. the expiry of any Fixed Term.

- 11.4. We may terminate this Contract immediately at any time if:

- 11.4.1. you have a Fixed Term Contract and any of the conditions in clause 2.1 have ceased to be met at any time during that Fixed Term;
- 11.4.2. you have failed pay to us any sums properly due under this Contract within the Payment Term (clause 7.1);
- 11.4.3. you are in material breach of this Contract for any other reason than in clause 11.4.2 and such breach is not capable of remedy;
- 11.4.4. you are in material breach of this Contract for any reason other than in clause 11.4.2 and such breach is capable of remedy but you failed to remedy the breach to our satisfaction within twenty-eight (28) days of receiving notice from us to do so;
- 11.4.5. you are the subject of an Insolvency Event;
- 11.4.6. you are in material breach of a Connection Agreement, the CUSC, the BSC, the MRA, the Grid Code or any Relevant Law; or
- 11.4.7. you have persistently failed to comply with your obligations under, or have been in breach of, this Contract.

- 11.5. You may terminate this Contract immediately at any time if:

- 11.5.1. our Supply Licences are withdrawn; or
- 11.5.2. we are the subject of an Insolvency Event.

- 11.6. Ofgem can withdraw our Supply Licences in limited circumstances. So that you do not lose Supply Ofgem may require another Supplier to take over your Supply (a 'Last Resort Supply Direction'). This Contract will automatically terminate on the date that the Last Resort Supply Direction takes effect.

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

12. Force Majeure

12.1. Provided it has complied with clause 12.1, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (Affected Party), the Affected Party's obligations under the Contract shall be suspended without liability whilst the Force Majeure continues. You should read the definition of Force Majeure Event at the end of this document to determine which circumstances apply to this clause 13.

12.2. The Affected Party shall:

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

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

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

13. Liability

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

13.2. Subject to sub-clause 13.6 and clauses 20.4 and 20.6.2 and save where any other provision of this Contract expressly provides for an indemnity or payment of costs or charges, a Party (Party Liable) shall only be liable for loss directly resulting from any breach of the Contract which results in physical damage to the property of the other Party and which was reasonably foreseeable as likely to result in the ordinary course of events from such breach provided that the liability of either Party for such loss or damage shall not exceed the lower of either six times the average monthly invoice payable by your under this Contract or £1 million per incident or series of related incidents.

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

13.4. Nothing in this Contract will operate to:

13.4.1. exclude or limit the liability of either Party for death or personal injury resulting from

its negligence or the negligence of any of its officers, employees or agents; or

13.4.2. exclude liability for fraud, fraudulent misrepresentation or other dishonesty.

13.5. Neither a party, nor its respective officers, employees or agents shall in any circumstances whatsoever be liable to the other party for:

13.5.1. any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or

13.5.2. any special indirect or consequential loss; or

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

13.6. Nothing in this clause 13 shall exclude or restrict or otherwise prejudice or affect any of:

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

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

13.7. Each of the paragraphs of this clause 13 shall:

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

13.7.2. survive termination of this Contract.

13.8. We accept no liability in respect of any modification made to the Metering Equipment or the Distribution Network and notwithstanding the foregoing provisions of this clause 13 you agree to indemnify us against all costs, losses, claims, demands and expenses which we suffer or incur as a result of any such modification.

14. Confidential Information

14.1. Subject to clause 14.2, neither party shall disclose Confidential Information without the prior written consent of the other party, at any time after the date of the Contract and for a period of three (3) years from the date on which the Contract was terminated for whatever reason.

14.2. Notwithstanding clause 14.1 a party may disclose confidential information:

14.2.1. in order to fulfil their obligations under the Contract; or

14.2.2. to comply with any requirement of law, licence, code, authorisation or consent necessary to permit the Supply or to

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enable either party to comply with its obligations under any agreement relevant to the Supply;

- 14.3. You agree that we may share information (including Confidential Information) about you and your account with our Group Companies, debt collection agencies, and credit reference agencies (who may use the information for credit scoring purposes). When we ask a credit reference agency to carry out a search for us they may record this on your credit file. If you would like details of the credit reference agents we use you can contact us by email to business@ecotricity.co.uk or calling 08000 302 302
- 14.4. You consent to your previous Supplier disclosing any information regarding the Supply Points that is necessary to enable us to take Supply and you consent to us providing any information necessary regarding the Supply Points to any incoming Supplier.

15. Notices

- 15.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 15.2. Provided that a notice has been served at a party's registered office in accordance with clause 16.1 then notice shall be deemed to have been received:
- 15.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 15.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service; or
- 15.2.3. if delivered by email the next working day after the time of transmission.

16. General Provisions

- 16.1. You warrant that the information that you or your agent have provided to us is true and correct and shall remain so through the term of this Contract
- 16.2. If any Court or Competent Authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 16.3. Any waiver by either you or us of a breach of this Contract must be in writing and shall not be construed as a waiver of any further breach of the same or any other provision.
- 16.4. You may not assign or transfer this Contract without our written consent.
- 16.5. We may assign or novate all or any part of this Contract to another Supplier without your consent (provided that the proposed Supplier holds a suitable Supply Licence or is exempt from doing so).
- 16.6. Unless expressly stated otherwise you and we do not intend that any part of this Contract should be enforceable by any person who is not a party to it and agree to exclude the provisions of the Contract (Rights of Third Parties) Act 1999.
- 16.7. The parties contract both for themselves and as trustees for their officers, employees and/or agents
- 16.8. This Contract and the documents referred to therein constitutes the entire agreement between you and us for the Supply. This Contract replaces and cancels any previous drafts, agreements, action, statement, warranties and arrangements of any kind whether in writing or not.

17. Governing Law and Jurisdiction

- 17.1. Where the customer is a limited company, limited partnership, sole trader, partnership or unincorporated body trading in England and Wales then this Contract is governed and construed with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.
- 17.2. Where the customers is a sole trader, partnership or unincorporated body trading in Scotland then this Contract is governed and construed with Scottish Law and the parties agree to submit to the exclusive jurisdiction of the Scottish Courts.

Special Terms

18. Deemed Contracts

- 18.1. Where a Deemed Contract exists these terms and conditions together with our Out of Contract Rates form the entire agreement between us.
- 18.2. Clauses 1, 2, 3.2 to 3.4 and 21 of these terms and conditions do not apply to Deemed Contracts

Commencement

- 18.3. A Deemed Contract will exist from the date that you become responsible for a Site which we Supply or where Ofgem has appointed us as your Supplier
- 18.4. You will be responsible for a Site:
- 18.4.1. as a tenant or occupier from the earlier of the start date on your lease or the date that you occupied the Site; or
- 18.4.2. as a Landlord from the date that the tenant or occupier vacated the Site; or

- 18.4.3. from the date that you agreed to take responsibility for the Site; or
- 18.4.4. from the date when, for any other reason, you become responsible for the Site.

Rates

- 18.5. We will calculate your Charges based on our Out of Contract Rates. These are available on request and are expressed exclusive of VAT.
- 18.6. We change our Out of Contract Rates from time to time. Where we do so we will endeavour to notify you in writing in advance.
- 18.7. We may charge you at different rates to our standard Out of Contract Rates if circumstances reasonably require this.
- 18.8. Unless you have a Fully Inclusive Fixed Price, where you have a Half-Hourly Meter you will also be responsible for the Pass Through costs.

Termination

- 18.9. This Deemed Contract will terminate when either:
 - 18.9.1. you enter into a Contract with us (see clause 1 below); or
 - 18.9.2. you switch to an alternative Supplier from the date that your alternative Supplier takes over your Supply; or
 - 18.9.3. someone else becomes responsible for the Site; or
 - 18.9.4. your supply is Disconnected at your request and cost; or
 - 18.9.5. you have served a notice to terminate the Deemed Contract, on not less than 28 days, on condition that on the final day of the notice period your Supply is switched to an alternative Supplier or is Disconnected.

19. Micro-Businesses

- 19.1. If you satisfy the definition of a Micro-Business customer then this is a Micro-Business Contract. Under our Supply Licences some businesses defined as Micro-Businesses are given special protection (see clause 8.6.4). It is your responsibility to inform us if you meet the definition of a Micro-Business or at any time you cease to be a Micro-Business.
- 19.2. We have a right to make certain changes to these Terms and Conditions, provided those changes are not directly related to you no longer satisfying the definition of a Micro-Business. If we make a change to these Terms and Conditions that is of significant disadvantage to you, you can end this contract by giving us 28 days written notice, within 14 days of us notifying you of the changes, provided that on the final day of the notice period your Supply is switched to an alternative Supplier or is Disconnected/De-energised. If your Supply is De-energised we will continue to charge you for the

Standing Charge only. If you do not give us notice, or your Supply has not been switched to another Supplier, we will continue to Supply you until the end of the Fixed Term on the new terms.

- 19.3. As a Micro-Business; should you need to make a complaint or would like to see our complaints procedure, please visit www.ecotricity.co.uk/complaints or call us on 0345 555 7 100.

20. Half Hourly Metering

- 20.1. If you have a Half-Hourly Meter then the provisions of this clause 20 apply in addition to the rest of your obligation under this Contract.

Customer's obligations

- 20.2. You represent, warrant and undertake that throughout the term of this Contract you will:
 - 20.2.1. in relation to your electricity supply and, as far as they apply to you, comply with the Distribution Code and the Grid Code;
 - 20.2.2. at all times be a party to, and comply with, the Connection Agreement and any other agreement that you are required to enter into under the Connection Agreement; and
 - 20.2.3. in addition to your obligations under the Connection Conditions; comply with any other conditions that, in our reasonable opinion, we consider necessary to enable us to continue to provide the Supply where a change has been made to the Supply Licence, any Relevant Law, the BSC, the DCUSA, the UNC and any other relevant industry code or practice.
- 20.3. Your demand for electricity at a Supply must not, at any time, exceed the Maximum Power Requirement.
- 20.4. In the event you are in breach of clause 20.2 or 20.3 you agree to indemnify us fully for all costs, losses or liabilities incurred as a consequence, including any charges made by the Network Operator or, if the Site is directly connected to a Transmission System, the operator of the Transmission System.

Appointment of Agents in respect of your Electricity Supply

- 20.5. You may nominate, or we may ask you to contract directly with an accredited Meter Operator, Data Collector and Data Aggregator (such Agents to be reasonably acceptable to us) for the Supply Point. If you chose not to or fail to appoint such Agents then we will do so at your expense. If you chose to appoint Agents directly then it is your responsibility to provide us with their correct details. If you do not provide details or you provide inaccurate information then you agree to compensate us for any losses we incur as a direct result.
- 20.6. In the event that you appoint your own Agent:

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- 20.6.1. you shall procure that your Agent indemnifies us against any loss or expense (including penalties imposed under the BSC) suffered by us as a result of the Agent's failure to satisfactorily provide, install or maintain any Metering Equipment in accordance with all Relevant Law, codes of practice, requirements of the BSC or Network Operator;
- 20.6.2. where the Agent has not provided such an indemnity then you agree to indemnify us for any cost, losses or liability arising from the Agent's failures under clause 20.6.1;
- 20.6.3. you must give us at least one (1) month's notice of any change of Agent; and
- 20.6.4. if your contract with an Agent terminates, for whatever reason including where the Agent ceases to have the appropriate accreditation, we shall be entitled to appoint an alternative Agent. You agree that you will pay the costs of that Agent and our reasonable costs incurred in appointing them.
- 20.7. If at any time before or after the Supply Start Date you wish us to contract directly with the Agents you have nominated, you shall endeavour to notify us of the name and contact details of the nominated Agent(s) at least one (1) month prior to the proposed date of the appointment. Subject to us agreeing to contract with your nominated Agents (which we shall have no obligation to do) you shall:
- 20.7.1. pay to us any additional costs or charges we may incur as a result of such arrangement;
- 20.7.2. procure the compliance by such Agent(s) with any standards and conditions required by us in respect of the provision of the Agent Services as may be notified by us to you in writing (including under this Contract);
- 20.7.3. indemnify us for all costs, losses and liabilities reasonably or directly incurred by us as a result of our contracting with, and subsequent registration of, your nominated Agents; and
- 20.7.4. undertake not to contract with any additional Agent to perform the relevant Agent Services.
- 20.8. We shall not be liable to you for any loss of data or for any costs or charges incurred by you as a result of any failure or delay by you in nominating and contracting with any Agent under this Contract.
- 20.9. Except where expressly provided, you shall be responsible for, and shall bear all costs associated with, all meters and you shall indemnify us in respect of costs, charges, expenses, claims, proceedings, losses, demands or liability of any nature (including any liquidated damages we have to pay under the BSC) which we may suffer or incur as a result of any fault or failure in a Meter, any act or omission by you, any act or omission of your Agents and/or any act or omission of the Network Operator in performing any obligation under the BSC to a reasonable standard.
- 20.10. Where you have contracted with an Agent directly you shall procure that the Agent will provide us with any information regarding the Supply which we require to discharge our obligations under any Relevant Law, our Supply Licences or industry requirement (including as applicable the BSC, the DCUSA and/or the MRA) within such timescales as we may require.

Triad Charges

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

21. Fixed Term Contracts

- 21.1. If you have agreed a Fixed Term Contract with us then the provisions of this clause 21 shall apply in addition to the rest of your obligations under this Contract.
- 21.2. Our obligation to Supply you shall automatically end on the expiry of the Fixed Term unless you have agreed to renew your agreement with us under clause 21.8. If you do not renew your Contract with us before the end of the Fixed Term we may place you on a Deemed Contract and charge you in accordance with our Out of Contract Rates in accordance with clause 18. If we subsequently agree a Contract renewal with you we are under no obligation to back date the Contract.

Early Termination Fee

- 21.3. We may charge you an Early Termination Fee where:
- 21.3.1. we have been prevented from taking Supply in the circumstances set out in clause 3.4 above;
- 21.3.2. you have switched your Supply to an alternative supplier before the Fixed Term has expired; or
- 21.3.3. you have ceased to be the occupier/owner of the Site during the first quarter of the Fixed Term in the circumstances set out in clause 21.6 below.
- 21.4. Where clause 21.3 applies then the Early Termination Fee will be calculated as follows:
- 21.4.1. £100 administration fee; and
- 21.4.2. (25% of Estimated Annual Consumption / 12) * number of complete months remaining under the Fixed Term.

- 21.5. Where we terminate this Agreement under clause 11.4 before the end of the Fixed Term then the Early Termination Fee will be calculated as follows:
- 21.5.1. £100 administration fee; and
 - 21.5.2. $(100\% \text{ of Estimated Annual Consumption} / 12) * \text{number of complete months remaining under the Fixed Term.}$

Changes of Tenancy

- 21.6. If you cease to be the owner or occupier of the Site within the first quarter of the Fixed Term we may terminate this Contract and charge you an Early Termination Fee under clause 21.3.3. We may waive the Early Termination Fee if you appoint us as your Supplier at the site that you move to.
- 21.7. If you cease to be the owner or occupier of the Site any time after the end of the first quarter of the Fixed Term then clause 11.2. above shall apply.

Renewals

- 21.8. No later than 42 days before the expiry of the Fixed Term we will send to you notice that your Fixed Term is due to expire and invite you to enter into a further fixed term. Our receipt of a signed Business Supply Agreement will constitute acceptance and the new fixed term will commence on:
- 21.8.1. the day after the Fixed Term expires where your signed Term Sheet Renewal is received by us before the expiry of the Fixed Term; or
 - 21.8.2. the date that we receive your signed Term Sheet Renewal if received after the expiry of the Fixed Term.
- 21.9. If you continue to consume electricity and/or gas at a Supply Point after the expiry of the Fixed Term, and we have not received a Business Supply Agreement under clause 21.8, then the Business Supply Agreement (including these Terms and Conditions of Supply and agreements/codes expressly referred to) in force prior to the expiry of the Fixed Term shall be deemed to be extended until:
- 21.9.1. receipt of a signed Term Sheet Renewal, under clause 21.8;
 - 21.9.2. you switch to an alternative; or
 - 21.9.3. your supply is Disconnected

it shall form a legally binding agreement between the parties except that Out Of Contract Rates shall apply in place of the Charges specified in the Business Supply Agreement. We reserve the right to back date your Fixed Price for this period in exceptional circumstances.

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Definitions and Interpretation

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

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

Agent Services means the services provided by an Agent.

Annual Consumption means the amount of electricity and/or gas which you tell us or which we calculate, based on historic consumption data for the Site, you are likely to use in a year

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

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

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

Authority to Sign (ATS): applies where you are a TPI and means a letter signed by an authorised representative of the Customer authorising the TPI to enter into a legally binding contract with us on their behalf.

Base Price means the price on the wholesale market.

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

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

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

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

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

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

Connection Agreement applies to your electricity Supply and means either:

(a) an agreement between you and the electricity Network Operation allowing you to keep the Site connection to the Distribution System (including the National Terms of Connection under clause 5.10); or

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

Connection Conditions means the conditions specified in clause 2

Copy Document Charges means the fee we may in our absolute discretion charge you where you have requested a copy document including copies of the Business Supply Agreement, invoices, statement of account, and consumption data. Details of our current Copy Document Charges are available on request or can be found online at www.ecotricity.co.uk/for-your-business.

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

Data Aggregator Agreement means an agreement between you and the Data Aggregator

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

Data Collector Agreement means an agreement between you and the Data Collector

Data Service / Settlement Charges applies to electricity and means the costs passed back to you for your half hourly data to be accessed and recorded remotely each day and stored. Settlements fees in respect of the "settlement" of the distribution of electricity are compulsory and are charged monthly.

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

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

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

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

Distribution Code means the distribution code as defined in the electricity Supply Licence.

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

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

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

Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; and any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on clause 12, or companies in the same group as that party)

Fully Inclusive Fixed Price means a Fixed Price that includes Pass Through Costs in the Unit Charge.

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

HDCL means a Higher Distribution Cost Levy

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

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

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

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

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

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

Meter Operator Agreement means an agreement between you and the Meter Operator.

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

MRA means the Master Registration Agreement as modified from time to time which provides (among other things) the procedure for the registration of a Supplier in respect of a Supply

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

Ofgem – The Office of Gas and Electricity Markets who regulate the gas and electricity markets in Great Britain or any regulatory organisation which replaces it.

Out of Contract Rates means the Unit Price and Standing Charge that we will charge you if for any reason you no longer received your Supply under this Contract and you have not switched to an alternative Supplier.

Pass Through Costs are the charges made in relation to your Supply by the Network Operator, and any taxes or levies (including the Climate Change Levy) payable, as detailed as excluded costs in the Business Supply Agreement (or as amended or added under clause 8.5)

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

Permitted Tolerances means the prescribed statutory limits (currently set at +2.5% and -3.5% for UK nationally approved electricity meters and +/- 2% for UK nationally approved gas meters) or the inaccuracy any demand indicator at normal loads exceeds 5%.

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

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Reactive Power Charges means charges levied by the Network Operator. The lower the power factor at a Site the higher the reactive power charges are.

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

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

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

Security Deposit means a sum of money we may ask you to pay to us which we will repay to you when you leave or when specific conditions have been satisfied

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

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

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

Supply means the physical supply of electricity or gas or both under this Contract or a Deemed Contract.

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

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

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

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

Statement of the Use of System Charging Methodology means the charging methodology produced by National Grid Company plc from time to time in accordance with its transmission licence.

Transfer Period means the period from the date that we receive a request to switch your Supply from an alternative Supplier to the date on which your Supply transfers to them.

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

TPI means a third part intermediary appointed by the customer to procure energy on their behalf.

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

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

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

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

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

VAT means Value Added Tax.

Unless otherwise specified a reference to a clause is to a clause of these terms and conditions.

- Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporated.
- The headings to the clauses are for convenience only and have no legal effect.