

Standard Terms and Conditions

Version 0.6

Effective from 1 November 2026

1. Definitions

1.1 In this Agreement:

Accreditations	means the training, qualifications, skills, experience, licences, permissions, consents, certifications and accreditations necessary or desirable for performing the relevant activity, including any set out in Law, our Supply Licence or the Industry Codes;
Affiliate	in relation to a Party, means: any holding company of that Party; any subsidiary of that Party; and any other subsidiary of any holding company of that Party; on the basis that "**holding company**" and "**subsidiary**" have the meanings given to them in section 1159 of the Companies Act 2006;
Agency Services	means the activities carried out by a "**Party Agent**" as defined in the BSC;
Agreement	means: the Contract (if any); these Supply Conditions; and any Special Conditions referred to in the Contract as applying to this Agreement (if any);
Authorised Capacity	means the capacity made available to you by the Network Operator under your Connection Agreement. This is normally specified in kVA;



Billing Period	means: (a) in relation to the first Billing Period of the Term: the period from the Commencement Date to the last day of the calendar month in which the Commencement Date occurs; (b) in relation to the last Billing Period of the Term: the period from the first day of that calendar month to the date on which the Expiry Date occurs; and (c) for any other Billing Period during the Term: a calendar month;
BSC	means the Balancing and Settlement Code, as defined in our Supply Licence;
Business Day	means any day in England on which the banks in London, UK are open for business. It does not include Saturdays, Sundays or public holidays;
Commencement Date	means: (a) if we are supplying you under a Deemed Contract: the date on which we start supplying electricity to you; and (b) if we are supplying you under a Contract: the date on which the Contract comes into effect in accordance with its terms;
Competent Authority	means any court or other body having binding legal jurisdiction over: either or both of the Parties; this Agreement; or the subject matter of this Agreement. This includes the Gas and Electricity Markets Authority, Ofgem, and any recognised stock exchange on whose shares a Party, or a Party's holding company, is listed;
Confidential Information	means any information that a reasonable person would regard as confidential in nature. This applies regardless of what form the information is presented in, and how it is disclosed;
Connection Agreement	in relation to a Supply Point, means the contract between you and the Network Operator under which that Supply Point is connected to the Network and energised;



Contract	means a contract entered into between you and us which incorporates these Supply Conditions (with or without modification) and which is not a Deemed Contract;
Credit Support	means a form of security for your obligations under this Agreement. Examples include bonds, bank guarantees, standby letters of credit, parent company guarantees and cash deposits. Credit Support must be acceptable to us (acting reasonably);
Deemed Contract	has the same meaning as in our Supply Licence;
Deemed Rates	means the price you must pay us for electricity you consume under a Deemed Contract. The Deemed Rates are published from time to time on www.evolve-energy.com;
Electric Lines	has the same meaning as in the Electricity Act 1989;
Electrical Plant	has the same meaning as in the Electricity Act 1989;
Expiry Date	means: (a) if we are supplying you under a Deemed Contract: the date on which we cease supplying electricity to you; and (b) if we are supplying you under a Contract: the date on which the Contract ceases to have effect in accordance with its terms:
Force Majeure	means an event or circumstance which: (a) is beyond the reasonable control of the Party affected by it; and could not have been avoided by that Party using Good Industry Practice; but does not include: lack of funds of the affected Party; industrial action of the employees of the affected Party; or default or delay of the affected Party's suppliers or sub-contractors, unless the default or delay was the result of events or circumstances equivalent to a "Force Majeure Event" under this Agreement;



Good Industry Practice	means the level of skill, diligence, prudence and foresight that would reasonably be expected from a skilled and experienced operator engaged in the same type of task under the same or similar circumstances;
Industry Codes	has the same meaning as in our Supply Licence;
Insolvency Event	in relation to a Party, means: that Party passes a resolution for its winding-up or a court of competent jurisdiction makes an order for the winding-up or the dissolution of that Party; an administration order is made or an administrator is appointed, or a receiver or administrative receiver is appointed in relation to that Party, or an encumbrancer takes possession of or sells any of that Party's assets; that Party makes an arrangement or composition with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally; that Party ceases to carry on business at any time; that Party is unable to pay its debts (within the meaning of that term under section 123 of the Insolvency Act 1986); or that Party becomes subject to a moratorium under Part A1 of the Insolvency Act 1986; that Party becomes subject to a restructuring plan under Part 26A of the Companies Act 2006; that Party becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006; that Party suffers or undergoes any procedure analogous to any of those specified in limbs (a) to (h) in any relevant jurisdiction**;**



Law	means any law which is legally binding in England and Wales from time to time. It includes: all primary and secondary legislation of the UK Parliament; common law and equity; any exercise of an administrative power with the force of law or the royal prerogative; and any direction, guidance, standards, codes and directives with the force of law issued by a Competent Authority;
Margins of Error	means the level of accuracy required of the relevant Metering Equipment in accordance with (as applicable): (a) Law; (b) our Supply Licence; and/or (c) the Industry Codes;
Metering Equipment	means the meters, data collection devices, and related equipment, including communication lines where relevant, used to measure electricity flow through a Supply Point;
Micro Business Consumer	has the same meaning as in our Supply Licence;
Network	means the distribution system or transmission system (each as defined in section 4 of the Electricity Act 1989) to which the Site is connected at the Supply Point;
Network Operator	means the person authorised to operate the Network under the Electricity Act 1989;
Party	means either you or us (as applicable), and "**Parties**" means both you and us;
Personnel	means the officers, employees, workers, agents and/or contractors of the relevant Party, but in each case excluding the other Party and its Personnel;
Price	means: (a) if we are supplying you under a Deemed Contract: our Deemed Rates; and (b) if we are supplying you under a Contract: the price you must pay us for electricity you consume under that Contract in accordance with its terms;



Registration	means that the relevant person has been registered as being responsible for the relevant activity in accordance with the Industry Codes;
Relief Event	means: (a) an event of Force Majeure; and/or (b) an act or omission by the other Party or their Personnel;
Site	means the premises at which we supply you with electricity under this Agreement;
Smart Contingent Contract.	means any fixed-term Contract for the supply of electricity entered into after 1 September 2027 or any Contract under which you are required to have, or agree to have installed, a smart meter or advanced meter at the relevant premises.
Supplier	means the holder of a Supply Licence;
Supply Conditions	means these Supply Conditions;
Supply Licence	means a licence to supply electricity granted under section 6(1)(d) of the Electricity Act 1989;
Supply Point	means a point on the Network where the electricity flow to the Site is metered. If you have a Contract with us, the Supply Points the Contract applies to may be listed in the Contract;
Term	means the period from the Commencement Date until the Expiry Date;
VAT	means value added tax or any equivalent tax, duty, levy or impost that applies to this Agreement from time to time;
We	are Evolve Energy Supply Limited (registered number 09523024). This applies whether the term is capitalised or not; and
You	are: if we are supplying you under a Deemed Contract: the occupier of the Site or, if the Site is not occupied, the person currently entitled to occupation of the Site; or if we are supplying you under a Contract: our counterparty to that Contract. This applies whether the term is capitalised or not.

1.2 In this Agreement, unless the context requires otherwise:

1.2.1 references to a gender are treated as including any gender;



1.2.2 the singular includes the plural and vice versa;

1.2.3 a reference to any document referred to in this Agreement, including:

(a) Laws;
(b) Industry Codes;
(c) our Supply Licence; and
(d) any document referred to in them;

is a reference to the current version of that document applicable from time to time;

1.2.4 a reference to a Party includes its successors in title and permitted assigns;

1.2.5 a reference to a person includes any legal or natural person. It also includes unincorporated associations or partnerships, whether or not they have separate legal personality;

1.2.6 references to clauses are to clauses of this Agreement;

1.2.7 a reference to any provision of this Agreement is to that provision as may be amended from time to time in accordance with the terms of this Agreement;

1.2.8 "**writing**" does not include fax but does include e-mail;

1.2.9 the headings are for convenience and do not affect the interpretation of this Agreement;

1.2.10 words of example, inclusion or particularisation do not limit the generality of the words to which they relate, and the rule known as *ejusdem generis* does not apply;

1.2.11 where no time period is specified for performance of any obligation under this Agreement, the obligation must be performed in a timely and diligent manner and within a reasonable period of time; and

1.2.12 cognate expressions of defined words and expressions must be interpreted accordingly.

1.3 If there is a difference between any of the documents making up this Agreement, then they take priority in the following order (from highest priority to lowest):

1.3.1 the terms of the Contract (if any); and

1.3.2 these Supply Conditions.

2. Conditions Precedent

2.1 Subject to clause 2.2, this Agreement comes into force on the Commencement Date and terminates on the Expiry Date.

2.2 If we are supplying you under a Contract, this Agreement will come into force in accordance with the terms of the Contract.



3. Supply and Term

3.1 We will supply electricity to you at the relevant Price. We are not required to supply electricity in excess of the Authorised Capacity.

3.2 If we are Registered as the Supplier in respect of a Supply Point, any electricity passing through that Supply Point during the Term is deemed to be supplied by us under this Agreement. If we have a Contract with you, the Contract may specify whether some Supply Points are, or are not, included within that Contract.

3.3 Title and risk in any electricity we supply to you passes to you at the relevant Supply Point.

3.4 If we are delayed or prevented from supplying electricity to a Supply Point as a result of a Relief Event, then:

3.4.1 we are not liable to you (whether in contract, tort (including negligence and breach of statutory duty) or otherwise; and

3.4.2 you must indemnify us, and , keep us indemnified, on demand;

in respect of any claims, demands, costs, expenses, losses, damages or liabilities resulting from that Relief Event.

3.5 You must provide us with meter readings for each Supply Point, taken on the Commencement Date. You must provide those readings promptly, and in any event within 2 Business Days after the Commencement Date. During the Term, you must provide us with meter readings promptly and in any event within 5 Business Days after we ask for them.

3.6 If you do not wish to provide the meter readings under clause 3.5, you must allow us (or our Personnel) to obtain those readings instead. You must pay our reasonable costs for obtaining the readings.

3.7 If you do not:

3.7.1 provide meter readings under clause 3.5; or

3.7.2 allow us to obtain meter readings under clause 3.6;

then you must indemnify us, and keep us indemnified, on demand against any claims, demands, costs, expenses, losses, damages or liabilities resulting from us not possessing the relevant meter readings.

3.8 You consent to your previous Supplier providing us with any information it has:

3.8.1 that we reasonably require in order to be able to take over the supply of electricity to the Supply Point; and

3.8.2 in relation to the Metering Equipment installed at the Supply Point.

4. Price

4.1 If we supply you with electricity under a Contract, then we must charge you for that electricity (and you must pay for that electricity) at the Price specified in the Contract. Rules relating to the Price under a Contract (for example, in relation to Price changes) will be set out in that Contract. This only applies to the Supply Points covered by the Contract.

4.2 If we supply you with electricity under a Deemed Contract, we must charge you for that electricity



(and you must pay for that electricity) at our Deemed Rates. The Deemed Rates are published on www.evolve-energy.com. We may change the Deemed Rates by publishing new Deemed Rates on www.evolve-energy.com.

4.3 We may add (and you must pay) a supplement to the Price in the following circumstances:

4.3.1 if you exceed the Authorised Capacity at any of your Supply Points;

4.3.2 if any of the registration details of any of your Supply Points differ from those provided to us by you or your Personnel;

4.3.3 to reflect an increase in the cost to us of supplying electricity to you. Examples include:

(a) changes to costs we are required to pay, or to pass on to you, under a Law, our Supply Licence or the Industry Codes;
(b) changes in the cost of Agency Services we procure;
(c) where we are providing Metering Equipment, changes in the costs associated with the installation, operation and maintenance of that Metering Equipment;
(d) where we have incurred abnormal or excessive costs in obtaining meter readings from your Supply Point;
(e) where we have incurred costs because you or your Personnel have provided us with incorrect information;
(f) where there is a delay in the Commencement Date because of a Relief Event;
(g) where you substitute electricity with another fuel (other than with our prior written agreement);
(h) one or more of your Supply Points having been de-energised and/or re-energised.
(i) mutualisation of costs passed onto us as a result of other Suppliers failing and exiting the market; and/or
(j) geopolitical events that affect the commodity markets, including war and the restriction of imports of gas and/or electricity to Great Britain.

5. Payment

5.1 After the end of each Billing Period, we will send you an invoice in respect of amounts payable under this Agreement in respect of that Billing Period.

5.2 If we do not possess information we need in order to produce an invoice for a Billing Period, or if we consider that the information we possess is inaccurate, we may use reasonable estimates or delay the issue of an invoice instead at our sole discretion.

5.3 If we have produced an invoice based on estimates, we may adjust future invoices to reflect information that subsequently comes into our possession.

5.4 You must pay each invoice by direct debit within fourteen (14) days after the date of the invoice. If you have a Contract with us and it specifies a different way to make payments, you must make payments as specified in the Contract.

5.5 Payments due under this Agreement must be paid without any withholding, deduction, set off, abatement or counterclaim. We may apply any sums received from you, or owed by us to you, towards any amounts due under this Agreement in any order.



5.6 If you do not pay any amount due under this Agreement by the relevant deadline, we may without further notice to you:

5.6.1 add a credit risk premium of £5.00/MWh to the Price for the remainder of the Term; and/or

5.6.2 charge interest on the outstanding amount at the annual rate of 4% above the Bank of England base rate applicable from time to time. Interest will accrue daily until the outstanding amount is paid in full, whether before or after judgement. Interest must be paid at the same time as the outstanding amount.

This clause 5.6 does not apply to amounts disputed under clause 6 (*Disputed Invoices*) unless they are subsequently agreed or determined to have been properly due.

5.7 We may, without further notice to you, also add a credit risk premium of £5.00/MWh to the Price for the remainder of the Term if:

5.7.1 you fail to return a properly executed direct debit mandate for amounts due under this Agreement by the Commencement Date;

5.7.2 your direct debit is returned unpaid at any time during the Term; or

5.7.3 your direct debit mandate is cancelled at any time during the Term.

5.8 If you are a Micro Business Consumer, we must not issue a bill or seek to recover charges for:

5.8.1 any electricity consumed; or

5.8.2 any standing charges accrued;

more than twelve (12) months prior to the date the bill is issued, unless one of the exceptions in our Supply Licence applies.

5.9 The amounts payable under this Agreement are expressed exclusive of VAT, which must be paid at the same time as the principal amount.

5.10 We may share with third parties any and all aspects of payment and payment performance we deem appropriate in connection with this Agreement

6. Disputed invoices

6.1 If you disagree with any amount we have charged you, you must tell us promptly and in any event by the deadline in clause 5.4 (*Payment*).

6.1.1 If you are a Micro Business, you are not required to pay the disputed amount unless you agree it is properly due, or it is determined under clause 14 (*Dispute resolution*) to have been properly due, but you must pay us any undisputed amounts by the original deadline.

6.2 The Parties must act reasonably and in good faith in trying to resolve any dispute raised under clause 6.1. If the dispute is not resolved within 20 Business Days after it has been raised, either party may raise a Dispute under clause 14 (*Dispute resolution*).



7. Credit Support

7.1 We may carry out credit checks to help us assess the suitability of your payment arrangements with us and any Credit Support you have provided to us. Credit checks may include:

7.1.1 our own records;

7.1.2 publicly available records;

7.1.3 personal and business records at credit reference agencies; and

7.1.4 providers of trade credit insurance.

7.2 Our credit checks may result in a search footprint on your business credit file, and this may be seen by lenders and other providers of credit. We may make information available to credit reference agencies, and they may share that information with other businesses for purposes such as assessing credit applications, and for fraud prevention.

7.3 We may request Credit Support prior to the Commencement Date. If you do not provide Credit Support that we consider satisfactory (acting reasonably and in good faith) before the Commencement Date, then this Agreement will not come into effect unless we agree otherwise.

7.4 We may request Credit Support at any time during the Term. If you do not provide Credit Support that we consider satisfactory (acting reasonably and in good faith) within 2 Business Days after we request it, we may de-energise one or more of your Supply Points after giving you 2 Business Days notice under clause 16 (*Notices*). This also applies if any Credit Support you have provided becomes invalid, insufficient or unenforceable at any point during the Term without our prior written agreement.

7.5 If you provide Credit Support in the form of a deposit, then:

7.5.1 we will not owe you a debt in respect of the deposit (or any part of it);

7.5.2 we are not required to hold the deposit separately from our general funds, or to hold the deposit on trust; and

7.5.3 we are not required to pay you any interest on the amount of the deposit.

7.6 If you have provided Credit Support, we may (but are not required to) call on it and apply the proceeds against any overdue amounts you owe us under this Agreement. If we do this, you must provide additional and/or replacement Credit Support so that the overall amount of Credit Support available to us is reinstated to the level we most recently requested (in aggregate). You must do this within 2 Business Days after we call on the Credit Support.

7.7 If you provide Credit Support to us, this does not:

7.7.1 prevent us from exercising any of our other rights or remedies in connection with this Agreement;

7.7.2 entitle you to withhold any payment owed to us in connection with this Agreement;

7.7.3 discharge any liability owed to us in connection with the Agreement, or count as a payment towards any future liability.

7.8 We will only release or return any Credit Support you have provided to us once:



7.8.1 all liabilities and costs we have incurred, or reasonably expect to incur, in connection with this Agreement have been settled; and

7.8.2 we are no longer supplying electricity to you.

8. National Terms of Connection

We are 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 Agreement 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: see the website at www.connectionterms.co.uk.

9. Agency Charges, Access and Metering

9.1 Each Supply Point must have:

9.1.1 a Connection Agreement;

9.1.2 Metering Equipment; and

9.1.3 a Registered provider in respect of any Agency Services required in respect of that Supply Point;

in accordance with Law, our Supply Licence and/or the Industry Codes.

9.2 We will appoint any required Agency Service providers unless clause 9.3 or clause 9.4 applies. We may add reasonable charges to your invoices in respect of these appointments, and you must pay those charges.

9.3 If you have appointed your own Agency Service providers on or before the Commencement Date and wish to keep using them, then you must notify us at least 20 Business Days before the Commencement Date of the identity of those Agency Service Providers. If you do not, we will appoint our own.

9.4 You may request that you appoint your own Agency Service providers at any time during the Term. You must notify us in writing of the identity of the Agency Service providers you wish to engage, and you must not appoint them until we have approved the appointment in writing. This also applies if you decide to change Agency Service providers.

9.5 You must ensure that any Agency Service provider you appoint:

9.5.1 carries out their activities in accordance with:

(a) Good Industry Practice;
(b) applicable Laws;
(c) applicable Industry Codes; and

9.5.2 has and complies with any relevant Accreditations;



throughout the duration of their appointment.

9.6 You must indemnify us and keep us indemnified, on demand, from and against any claims, demands, costs, expenses, losses, damages or liabilities we suffer or incur a result of:

9.6.1 your failure to comply with clause 9.5; and

9.6.2 the acts or omissions of any Agency Service provider you appoint.

9.7 You must procure us (and our Personnel) safe and unobstructed access to the Site and each Supply Point at all reasonable times for any purpose connected with this Agreement. We must provide at least 5 Business Days of notice before attending the Site or (if it is not on the Site) a Supply Point. The exception is if there is an emergency, in which case we are not required to give advance notice. We will comply with your reasonable and lawful instructions regarding safety and security on the Site, provided you have notified them to us in writing in advance.

9.8 You must not damage or interfere with any Electric Lines, Electrical Plant or Metering Equipment used in connection with the supply of electricity to any Supply Point. You must not suffer or permit any other person to do this, except the Agency Service providers and the Network Operator acting within the scope of their roles. You must notify us promptly, and in any event within 5 Business Days , if you have any reason to believe there has been any such damage or interference.

9.9 Metering Equipment must be installed at each Supply Point for the whole of the Term. The Metering Equipment must be used to measure the supply of electricity at each Supply Point.

9.10 We will procure any required Metering Equipment unless clause 9.11 or clause 9.12 applies. We may add reasonable charges to your invoices in respect of the provision of Metering Equipment, and you must pay those charges.

9.11 If you have provided your own Metering Equipment (or that of a third party) on or before the Commencement Date and wish to continue using it, then you must notify us at least 20 Business Days before the Commencement Date. If you do not, we will procure replacement Metering Equipment.

9.12 You may request that you provide your own Metering Equipment (or that of a third party) at any time during the Term. You must notify us in writing of your request, and you must not procure or install your own Metering Equipment until we have given our approval in writing. This also applies if you decide to change Metering Equipment that you are already providing (or that a third party is already providing for you).

9.13 The Party providing the Metering Equipment must ensure that it is installed, operated and maintained in accordance with the rules specified in clause 9.14. That Party must also ensure that the Metering Equipment itself complies with the with the rules specified in clause 9.14.

9.14 The rules referred to in clause 9.13 are:

9.14.1 the terms of this Agreement;

9.14.2 applicable Law;

9.14.3 the Industry Codes;

9.14.4 Good Industry Practice; and

9.14.5 your Connection Agreement.



9.15 If the Party not providing the Metering Equipment reasonably believes that the Metering Equipment is operating outside the Margins of Error, it must notify the other Party in writing of the grounds for that belief, and supply evidence in support of that belief (**Meter Test Notice**).

9.16 The Party receiving a Meter Test Notice must arrange for the Metering Equipment to be tested to determine whether it is operating outside the Margins of Error. The test must take place within 20 Business Days after the Meter Test Notice is received. The test must be carried out by an independent specialist meter tester agreed between the Parties. If agreement cannot be reached within 5 Business Days , either Party may ask the then-current President of the Institute of Electrical Engineers to appoint a tester.

9.17 If the Metering Equipment is removed for testing, the Party responsible for providing it must ensure that temporary replacement Metering Equipment is installed at the Supply Point to measure the supply. The temporary replacement must be in place from the time the original Metering Equipment is removed until it is reinstalled or replaced.

9.18 If the tests carried out under clause 9.16 show that the Metering Equipment was operating outside the Margins of Error, then we will adjust your next invoice to reflect any previous resulting underpayment or overpayment.

9.19 Unless clause 9.20 applies, the Party responsible for providing the Metering Equipment must pay for:

9.19.1 any tests carried out under clause 9.16;

9.19.2 the removal and replacement (or reinstallation) of the original Metering Equipment;

9.19.3 the provision, installation and removal (if applicable) of any temporary replacement Metering Equipment; and

9.19.4 any related transport and labour costs.

9.20 If the tests carried out under clause 9.16 show that the Metering Equipment was operating within the Margins of Error, the Party that served the Meter Test Notice must pay the costs referred to in clause 9.19.

9.21 Unless the accuracy of the Metering Equipment is disputed by a Meter Test Notice, the Metering Equipment shall be deemed to be accurate and conclusive as to the amount of electricity supplied.

9.22 If you ask us to reprogram or change the Metering Equipment, or to provide you with data from Metering Equipment, we may add a reasonable charge to your invoice and you must pay that charge to us.

9.23 If the Network Operator or any Agency Service provider you appoint charges us in connection with the supply of electricity to any Supply Point, we may add that charge to your invoice and you must pay that charge to us.

9.24 If we are supplying you under a Smart Contingent Contract;

9.24.1 you must ensure that, at each Relevant Supply Point, a smart meter or advanced meter is installed and available for use, or agree to have such a meter installed.

9.24.2 Where a meter installation is required under clause 9.24.1:

(a) we will contact you to arrange an installation appointment and will take reasonable steps to agree an appointment at a time that is convenient for you;



(b) you must provide reasonable cooperation to facilitate the installation, including providing access to the Site and the relevant Metering Equipment in accordance with clause 9.7, making available any information reasonably required for the installation, and ensuring that any necessary permissions including powering down the supply, if necessary, have been obtained;

(c) you must promptly notify us if you become aware of any matter that may prevent or delay the installation, including any restriction imposed by a landlord, site owner or other third party; and

(d) we will carry out, or arrange for, the installation in accordance with applicable Law, our Supply Licence, the Industry Codes and any applicable consumer protection requirements.

9.24.3 If a smart meter or advanced meter has not been installed within a period reasonably anticipated by us, we will give you a reasonable opportunity to explain the circumstances and provide relevant information considering any circumstances outside your reasonable control, including any failure, delay or omission by us, an installer, a Network Operator, a landlord, a site owner or another third party, any relevant technical or operational difficulty, and any other circumstances required to be considered under applicable Law, our Supply Licence or the Industry Codes.

9.24.4 Where, in our reasonable opinion we consider the installation has been delayed by circumstances outside your reasonable control, will seek to ensure that you retain the benefit of the agreed fixed-term Contract while the delay remains outstanding.

9.24.4 Where we, acting fairly, reasonably and proportionately, determine the installation has been, and continues to be delayed by circumstances within your control, we may terminate your supply contract and/or arrange to deenergise your supply in accordance with clause 10.3.8

10. Termination and De-Energisation

10.1 If you are a Micro Business Consumer, you are not required by any provision of this Agreement (or a Contract) to give any form of notice to terminate this Agreement after the end of any applicable fixed term period.

10.2 If clause 10.3 applies, we may de-energise one or more Supply Points (or arrange for the Network Operator to do so). If we de-energise a Supply Point (or arrange for it to be de-energised) we may also terminate this Agreement (in relation to one or more Supply Points) with immediate effect by giving you notice under clause 16 (*Notices*).

10.3 This clause 10.3 applies if:

10.3.1 we suffer a Relief Event that prevents us from supplying electricity to the relevant Supply Points;

10.3.2 you suffer an Insolvency Event;

10.3.3 you fail to pay any amount properly due and payable under this Agreement;

10.3.4 you are in breach of this Agreement or any Connection Agreement, and the breach is not capable of remedy;

10.3.5 you are in breach of this Agreement or any Connection Agreement, the breach is capable of remedy, but you have failed to remedy it within fourteen (14) days after we ask you to do so;

10.3.6 you cease to have a Connection Agreement;

10.3.7 the Network Operator disconnects or de-energises the relevant Supply Point;



10.3.8 we consider it is necessary to terminate this Agreement and/or de-energise the Supply Point in accordance with Good Industry Practice, and we are permitted to do so under applicable Law, our Supply Licence and/or an Industry Code;

10.3.9 we consider (in accordance with Good Industry Practice) that Metering Equipment you have provided is not compliant with clause 9.14 (*Agency Charges, Access and Metering*) or is unsafe;

10.3.10 we consider it necessary to test emergency or safety procedures;

10.3.11 we consider (in accordance with Good Industry Practice) that you have made an unauthorised use of electricity or committed theft of electricity;

10.3.12 we would otherwise be in breach of applicable Law, an Industry Code or our Supply Licence;

10.3.13 if applicable, you fail to provide or maintain Credit Support in accordance with this Agreement;

10.3.14 any information you or your Personnel have provided to us is incorrect;

10.3.15 if you are responsible for procuring one or more Agency Services, there is no Agency Service provider Registered in respect of one or more of those Agency Services for that Supply Point.

10.4 If we:

10.4.1 de-energise one or more Supply Points (or arrange for the Network Operator to do so); and/or

10.4.2 terminate this Agreement in relation to one or more Supply Points;

then you must pay us an amount equal to any costs we suffer or incur as a result of that de-energisation and/or termination including (if applicable) in relation to any subsequent re-energisation.

10.5 We will not re-energise any Supply Point (or arrange for it to be re-energised) if the event or circumstance giving rise to the original de-energisation is continuing, unless re-energisation is required by Law, Industry Code or our Supply Licence.

10.6 If we are supplying you under a Deemed Contract, you will remain liable to pay us for the supply of electricity to the Site for so long as:

10.6.1 you occupy the Site; or,

10.6.2 if the Site is unoccupied, for so long as you are the person entitled to occupy the Site.

10.7 If we are supplying you under a Deemed Contract, you are not liable to pay us for electricity consumed at any time after :

10.7.1 another Supplier becomes Registered in respect of the supply to the Site;

10.7.2 another person occupies the Site instead of you; or

10.7.3 if the Site is unoccupied, you cease to be entitled to occupy it;

10.8 If another Supplier seeks to become Registered in respect of a Supply Point, or does in fact become Registered, you:

10.8.1 authorise us to object to that Registration; and/or



10.8.2 authorise us to apply to be re-Registered in respect of that Supply Point;

and agree to provide us with all reasonable assistance in taking those steps. The exceptions to this clause 10.8 are where this Agreement has been validly terminated and/or where we are required to allow the change in Supplier under our Supply Licence.

10.9 We may object to the Registration of another Supplier in respect of any Supply Point where any undisputed payments under this Agreement are overdue.

10.10 If we are supplying electricity to you under a Deemed Contract:

10.10.1 the Deemed Contract will remain in effect until:

(a) you enter into a new Contract with us; or
(b) one of the events listed in clause 10.7 occurs;

10.10.2 we will not charge you a Termination Fee (as defined in our Supply Licence);

10.10.3 you are not required to give any form of notice before changing Supplier; and

10.10.4 the Deemed Contract will not have a fixed term period.

10.11 This Agreement terminates automatically if a Last Resort Supply Direction is given to a Supplier other than us in relation to the Site. "Last Resort Supply Direction" has the meaning given in our Supply Licence.

10.12 If we are supplying you under a Deemed Contract because we received a Last Resort Supply Direction, we will honour Customer Credit Balances (as defined in our Supply Licence) provided and to the extent we committed to do so before receiving the Last Resort Supply Direction.

10.13 Subject to Clause 10.14, if we are supplying you under a Contract then, provided you are not a Micro Business Consumer, you are not liable to pay us for electricity consumed at any time after

10.13.1 you give notice, by providing us with satisfactory evidence of their identity and contact details, that another person now occupies the Site instead of you and that person accepts liability for energy consumed; or

10.13.2 if the Site is unoccupied, you give notice , by providing us with satisfactory evidence of their identity and contact details, that you cease to be entitled to occupy it and the person entitled to occupy it accepts liability for the energy consumed;

10.14 You remain liable to pay us for electricity consumed upto the date we accept suitable notification has been provided and liability for electricity consumed has been accepted by another person, irrespective of that actual date you cease to occupy the site, or cease to be entitled to occupy the site.

11. Limitation of liability

11.1 Nothing in this Agreement excludes or limits either Party's liability:

11.1.1 in respect of its payment obligations in this Agreement (including in respect of indemnities);

11.1.2 for death or personal injury caused by that Party's negligence or the negligence of any person for whom that Party is vicariously liable;

11.1.3 for fraud; or



11.1.4 anything for which it cannot legally limit or exclude, or attempt to limit or exclude, its liability.

11.2 Subject to clause 11.1, neither Party is liable to the other, whether in contract, tort (including negligence and breach of statutory duty) or otherwise, for:

11.2.1 loss of profit;

11.2.2 loss of revenue;

11.2.3 loss of business;

11.2.4 loss of savings (anticipated or otherwise);

11.2.5 any form of economic loss;

11.2.6 any indirect or consequential loss or damage;

arising out of or in connection with this Agreement. These exclusions do not include amounts we are entitled to charge you under this Agreement.

11.3 Subject to clause 11.1, neither Party is liable to the other for any loss or damage, whether in contract, tort (including negligence and breach of statutory duty) or otherwise, arising directly or indirectly out of or in connection an event of a Relief Event.

11.4 Subject to clause 11.1 and clause 11.5, neither Party shall be liable to the other Party under or in connection with this Agreement, whether in contract, tort (including negligence and breach of statutory duty) or otherwise, except for a breach of this Agreement which caused physical damage to:

11.4.1 the property of the other Party; or

11.4.2 the property of a third party for which the other Party is held to be liable by a court of competent jurisdiction.

11.5 Subject to clause 11.1, a Party's liability under clause 11.4, whether in contract, tort (including negligence and breach of statutory duty) or otherwise, shall not exceed one hundred thousand pounds (£100,000) per incident or series of related incidents.

12. Confidentiality

12.1 Except as set out in this clause 12 and clause 13 (*Publicity*), each Party must:

12.1.1 keep the other's Confidential Information strictly confidential;

12.1.2 not use, reproduce or record any of the other Party's Confidential Information except to the extent necessary for the purposes of this Agreement; and

12.1.3 not disclose the other Party's Confidential Information to any third party

12.2 A Party may disclose the other Party's Confidential Information to those of its Affiliates, Personnel and professional advisers who reasonably require the Confidential Information for the purposes of this Agreement.

12.3 A Party may disclose a copy of this Agreement to a third party who is an actual or prospective:



12.3.1 acquirer of that Party;

12.3.2 provider of debt finance to that Party;

12.3.3 acquirer of that Party's interest in this Agreement.

12.4 Disclosure under clause 12.2 or clause 12.3 is only permitted if the recipient is subject to a duty of confidentiality at least as onerous as this clause 12.

12.5 A Party may disclose the other Party's Confidential Information:

12.5.1 to the extent required to do so by a Competent Authority;

12.5.2 to the extent required by Law, our Supply Licence or an Industry Code; and/or

12.5.3 if the other Party has given its prior written permission.

12.6 A Party that intends to make a disclosure under clause 12.5 must give the other Party advance written notice of its intention to do so. But only to the extent it is allowed to do so by applicable Law.

12.7 This clause 12 shall continue to apply for three (3) years following termination or expiry of this Agreement.

13. Publicity

13.1 Except as set out in the rest of this clause 13, neither Party is permitted to:

13.1.1 release any press statement regarding its relationship with the other Party;

13.1.2 disclose the existence of this Agreement or any of its provisions; or

13.1.3 make any announcement relating to the relationship between the Parties;

without the other Party's prior written consent.

13.2 You agree that we may disclose (as a statement of fact) that we are supplying you with electricity, and that we may use your logo in connection with that statement.

14. Dispute resolution

14.1 Any dispute arising out of or in connection with the Agreement (including any question regarding its existence, validity or termination) (each a "**Dispute**") must first be referred to a senior manager of each Party. The senior managers must meet in good faith to resolve the Dispute within fifteen (15) Business Days of the Dispute being referred to them.

14.2 If the senior managers are unable to resolve the Dispute, it must be referred to a director of each Party. The directors must meet in good faith to resolve the Dispute within fifteen (15) Business Days of the Dispute being referred to them.

14.3 If the directors are unable to resolve the Dispute, then either Party may refer the Dispute for final determination by the courts of England and Wales,

14.4 Nothing in clause 14.2 or clause 14.3 prevents a Party from issuing court proceedings to obtain inter-



im relief or to prevent the expiry of a prescription or limitation period.

15. Assignment and subcontracting

You must not assign, novate, transfer, subcontract or otherwise deal with this Agreement, or any of your rights or obligations under or in connection with this Agreement, without our prior written consent.

16. Notices

16.1 Any notice or other communication required to be sent under this clause 16 must be:

16.1.1 in writing;

16.1.2 served at the relevant address set out in the Contract or, if we are supplying you under a Deemed Contract, at the recipient's registered office; and

16.1.3 served using one of the methods in clause 16.2.

16.2 Any notice or other communication required to be sent under this clause 16 must be served:

16.2.1 personally, or left at the relevant physical address;

16.2.2 by prepaid first class post or prepaid recorded delivery;

16.2.3 by email to the relevant email address.

16.3 Notices or other communications will be deemed to have been received by the addressee at the following times:

16.3.1 if served personally or left at the relevant physical address: at the time of delivery;

16.3.2 if served by prepaid first class post or prepaid recorded delivery: forty-eight (48) hours after posting in the case of an address in the United Kingdom and ninety-six (96) hours after posting for any other address;

16.3.3 if served by email: at the time of transmission, unless the recipient's email server has returned an automatic response (other than a manually-set automatic reply) to the effect that it was not possible to deliver the email.

16.4 If service occurs:

16.4.1 on a day that is not a Business Day; or

16.4.2 outside of the hours of 9 am to 5 pm on a Business Day;

the notice is deemed to be served at 9 am on the next Business Day.

17. Data protection

17.1 In this clause 17:



Controller, **Data Subject**, **Personal Data**, **Personal Data Breach** and **Processing**	have the same meaning as in the Data Protection Legislation;
Data Protection Legislation	means the UK GDPR, the Data Protection Act 2018, and any other Laws relating to the processing of Personal Data and privacy that apply in England and Wales from time to time;
UK GDPR	means the General Data Protection Regulation (EU) 2016/679 as it forms part of UK law under the European Union (Withdrawal) Act 2018.

17.2 Each Party is an independent Controller in respect of any Personal Data it Processes.

17.3 Each Party must comply with the Data Protection Legislation.

17.4 Each Party must:

17.4.1 ensure that it has all necessary lawful bases, consents and notices in place to enable the lawful transfer of Personal Data to the other Party for the purposes of this Agreement;

17.4.2 implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access;

17.4.3 not transfer any Personal Data received from the other Party outside the United Kingdom unless the transfer complies with the Data Protection Legislation; and

17.4.4 notify the other Party without undue delay if it becomes aware of any Personal Data Breach affecting Personal Data received from the other Party.

17.5 Each Party must provide reasonable cooperation to the other Party in connection with any request from a Data Subject to exercise any of their rights under the Data Protection Legislation.

18. Modern Slavery Act 2015

18.1 Each Party must comply with the Modern Slavery Act 2015 and any other applicable Law relating to the prevention of modern slavery and human trafficking.

18.2 Each Party must have and comply with its own policies relating to the prevention of modern slavery and human trafficking, in accordance with the Modern Slavery Act 2015.

18.3 Each Party must conduct appropriate due diligence on its suppliers and subcontractors engaged in connection with this Agreement, and must take reasonable steps to ensure that such persons comply with the Modern Slavery Act 2015.

18.4 Each Party must maintain adequate procedures designed to ensure that modern slavery and human trafficking are not taking place in its business or supply chains.

18.5 Each Party must, on reasonable request, provide the other Party with such information as it reasonably requires to enable that Party to prepare a slavery and human trafficking statement under the Modern Slavery Act 2015.

18.6 A Party must notify the other Party promptly, and in any event within ten (10) Business Days, if it becomes aware of any breach or suspected breach of this clause 18, or of any investigation or prosecu-



tion relating to modern slavery or human trafficking in connection with this Agreement.

19. Bribery Act 2010

19.1 Each Party must comply with the Bribery Act 2010 and any other applicable Law relating to the prevention of bribery and corruption.

19.2 Each Party must maintain adequate procedures (within the meaning of the Bribery Act 2010) designed to prevent persons associated with it from committing an offence under that Act.

19.3 Each Party must comply with its own policies relating to the prevention of bribery and corruption, in accordance with the Bribery Act 2010.

19.4 Each Party must conduct appropriate due diligence on any agents, intermediaries or subcontractors engaged in connection with this Agreement, and must take reasonable steps to ensure that such persons comply with the Bribery Act 2010.

19.5 A Party must notify the other Party promptly, and in any event within ten (10) Business Days, if it becomes aware of any breach or suspected breach of this clause 19, or of any investigation or prosecution relating to bribery or corruption in connection with this Agreement.

20. No partnership or joint venture

Nothing in this Agreement creates a partnership or joint venture between the Parties or renders one Party the agent of the other. Neither Party may hold itself out as the agent of the other (whether by an oral or written representation or by any other conduct). Neither party may enter into, or has authority to enter into, any engagement, or make any representation or warranty on behalf of, or pledge the credit of, or otherwise bind or oblige the other Party.

21. Variation

We may vary these Supply Conditions from time to time by publishing a new version of them on our website. The new version will come into effect fourteen (14) days after it is published. No other variations are effective unless they are in writing, refer to this clause 21, and are signed by us or by our authorised representative.

22. Waiver

Neither Party's rights, power or remedies under or in connection with this Agreement, or at Law, is waived except to the extent the waiver is given in writing, refers to this clause 22 and is signed by or on behalf of the waiving Party.

23. Cumulative rights, powers and remedies

The remedies available to any Party and the rights, powers and remedies conferred on any Party by this Agreement are cumulative and are additional to any right, power or remedy which it may have under Law or otherwise.

24. Severability

24.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable to any extent then that provision:



24.1.1 is deemed not to be a part of this Agreement;

24.1.2 does not affect the enforceability of the remainder of this Agreement; and

24.1.3 does not affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

24.2 If any provision of this Agreement is or becomes invalid, illegal or unenforceable to any extent then the Parties shall negotiate reasonably and in good faith to replace that provision with one that achieves (to the extent permitted by Law) the same balance of commercial, operational and legal benefit and risk.

25. Third Party Rights

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a Party to it, except that clause 8 (*National Terms of Connection*) may be enforced by the Network Operator.

26. Entire Agreement

This Agreement and the documents referred to in it constitute the entire agreement between the Parties relating to all matters contained in them and supersede any previous or collateral agreements, understandings or arrangements in respect of those matters however arising.

27. Governing law and jurisdiction

27.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) is governed by and construed in accordance with the law of England and Wales, as it applies in England.

27.2 The Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to determine any dispute or claim arising out of or in connection with this Agreement or its subject matter.