

Supply Terms for non – domestic customers

Our Terms and Conditions for the supply of Gas and Electricity to non-domestic customers

In any relationship it's always good to know where you stand. At Affect Energy we believe that long lasting relationships are about give and take.

This is where we outline what you can expect from us and what we expect from you in return; what we're allowed to do and what you're allowed to do. We've tried to make it as simple as possible, but if there is anything that needs clarification, then please feel free to contact us. You can find our contact details online at www.affectenergy.com.

These terms and conditions:

- will apply if you have a deemed contract with us for non-domestic energy supply or if you are a customer who has formally agreed to take an energy supply from us for non-domestic use; and
- together with the details of supply contained in your welcome letter, set out the terms applicable to the contract between us. In the event that one document conflicts the other, the terms contained in your welcome letter shall take priority over these terms and conditions.

A Brief Overview of the Contract's Sections

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1. Speaking the same language

Below are some of the words and phrases we use and what we mean by them. When we use these, we will usually highlight them in bold:

“**we**” are **Affect Energy** Limited (company number 9263368). **Our** registered address is: 7 Riverside Business Centre, Shoreham By Sea, West Sussex, BN43 6RE.

“**you**” are either the person or business (including any sole trader, partnership, company or other legal party) who signed up to take a **supply** from **us**; or **you** are the owner or occupier of a **site** which **we supply**.

“**contract**” is the contract **you** and **we** agreed for **your supply** (whether directly or through one of **our agents**), which is subject to these terms and conditions and the details of **supply** contained in **your welcome letter**.

“**agent**” means a party who we have formally agreed may form **contracts** on **our** behalf, and including certain third party comparison websites.

“**AMR meter**” means a **meter** that automatically collects **meter** readings and/or half hourly consumption data (as applicable) which are accessible via remote connection to the **meter** and which may or may not also be a **smart meter**.

“**CCL**” means climate change levy which is a tax (charged in the UK) on the commercial and industrial use of **energy** set out in Schedule 6 of the Finance Act 2000.

“**deemed contract**” means a contract between **you** and **us** if **you** are taking **supply**, but haven’t yet accepted a contract for **supply** on the basis of a specific tariff, or the **contract we** have with **you** ends and **you** haven't agreed a new one with **us**. A **deemed contract** will be in place if **you**:

- move into a **site** and take a **supply**;
- **your** tenants move out of the **site**;
- **you** take or have responsibility for a **site**; or
- a **contract** is treated as existing between us for any reason including if **we** are required by **industry rules** to **supply** your **site**.

“**direct debit**” means a pre-authorized payment arrangement, based on standard industry terms which are reasonably satisfactory to us, under which **you** authorise **your** bank to pay particular amounts of money to us.

“**energy**” means gas or electricity (or both) which **we** have agreed to supply to **you** as set out in **your welcome letter**.

“**fixed direct debit**” means paying by **direct debit** for a **fixed tariff**, i.e. the **direct debit** amount is an amount fixed by us until it is reviewed. The reviews should ensure that **your** payments remain in line with **your** usage.

A “**fixed tariff**” is where **we** agree to **supply you** and the rates for the **energy you** use are fixed for the **fixed tariff period**. **You** will not have a **fixed tariff** if **you** have a **deemed contract** with us though you can contact us at any time to discuss a **fixed tariff** for your **site**.

“**fixed tariff period**” means the period stated in your **welcome letter** for which **your fixed tariff** will apply.

"**green deal plan**" means an agreement under the government's "Green Deal" scheme under which efficiency improvements have been or will be made at the **site** and charges relating to those improvements recovered through **energy** bills for the **site**.

"**industry rules**" means all rules and requirements applicable to any **supply**, including:-

- the Electricity Act 1989;
- the Gas Act 1986;
- the conditions of licences granted in respect of the **supply of energy**;
- the industry codes and agreements to which licensed suppliers of **energy** are required to adhere;
- any applicable connection agreement with a **network operator**.

"**insolvency event**" means where **you**:

- make a voluntary arrangement with **your** creditors, become bankrupt or enter administration or go into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); or
- a security holder takes possession, or a receiver or administrative receiver is appointed, over all or any material part of **your** property or assets; or
- anything analogous to any of the foregoing occurs including if **you** are unable generally to pay your debts as they fall due.

"**meter**" means the meters and equipment (whether installed by us or a third party) used for providing information on **your energy** use and including **AMR meters** and **smart meters** as applicable.

"**meter point**" means the points at **your site(s)** at which the **meters** at **your site(s)** are supplied with **energy**.

"**micro-customer**" **you** will be a micro-business customer if **you** have:

- asked us to supply **you** with electricity and **you** do not use more than 100,000kWh of electricity a year; or
- asked us to supply **you** with gas and you do not use more than 293,000kWh of gas a year; or
- fewer than ten employees (or their full time equivalent) and an annual turnover or annual balance sheet total of not more than £2 million.

"**MyAffect**" means the **Affect Energy** online customer account management system.

"**network operator**" means the operator of the relevant **energy** distribution network to which the **site** is connected or to which the **site** would need to be connected in order for a **supply** to be made.

"**payment method**" is the way **you** choose to pay **your** bill. This could be by **direct debit** or **payment on bill**.

"**OFGEM**" is the Office of Gas and Electricity Markets, which regulates the gas and electricity markets in Great Britain.

"**payment on bill**" means paying after **you** have used the **energy**.

A "**security deposit**" is an amount of money **we** may ask **you** for in certain circumstances. It is held as security for paying charges under this **contract**. It isn't put towards **your** bill or account unless **you** don't pay on time. **We**'ll keep it in a separate account where **we** will keep all customers' **security deposits**.

"**site**" or "**sites**" means each location where **we** have agreed to supply **you** with **energy**. The **site(s)** covered by the **contract** will be set out in **your welcome letter**.

A "**smart meter**" is a meter which meets the smart metering technical specification determined under **industry rules** from time to time.

"**standing charge**" means the daily charge which **you** pay to us to keep the **site** connected to the **energy supply** which applies regardless of how much **energy you** use (even if the **site** is empty). **Your standing charge** will be specified in **your welcome letter**.

"**statement of account**" means a statement setting out the balance of **your** account with us. **We** will issue statements of account instead of bills where we take payment from **you** by way of **direct debit**.

"**supply**" is the sale of gas via gas pipes (the gas transportation network) and/or electricity via wires (the electricity distribution network).

A "**termination event**" means any of the following events:

- **you** are the subject of an **insolvency event**;
- **you** have committed a material breach of the **contract** and, in the case of a breach that is capable of remedy, have failed to remedy that breach to **our** reasonable satisfaction within 14 days of us giving **you** a notice requiring it to be remedied;
- **we** become aware that a **site** is the subject of an active **green deal plan**;
- **we** are required to end the **contract** in accordance with **industry rules** or by **OFGEM**.
- any other event anticipated in these terms and conditions which specifies that **we** will have a right to end the **contract** with immediate effect.

A "**termination fee**" is a fee **we** can charge **you** if **you** have a **fixed tariff** and **you** or **we** end the **contract** before the end of **your fixed tariff period**. We will not charge you a **termination fee** if **you** have a **deemed contract** with us. Any **termination fee we** charge will be a compensation sum equal to the market loss (if any) that we calculate (acting reasonably) **we** have suffered as a result of the **contract** ending with respect to one or more of your **sites** (as applicable) prior to the end of your **fixed tariff period** plus an administration fee of £100. In calculating what market loss we may suffer in these circumstances we will take into account (i) amounts of gas and/or electricity we may have purchased in advance of **your fixed tariff period** end date on the basis of our estimate of **your** expected **energy** consumption for the relevant **site(s)**; and (ii) movements in the price of **energy** between the date we made these purchases and the date on which the contract ends.

A "**variable tariff**" is the variable rate/charge that will apply where **we** agree to **supply you** until **you** switch to another (fixed) tariff or supplier. **You** will automatically have a **variable tariff** if **you** have a **deemed contract** with us.

A “**welcome letter**” is the letter **we** send to **you** together with these terms and conditions of business setting out the specific details of **your contract** (for example the **site** or **sites** covered **your** personal details and any particular tariffs) which also annexes **our** principal terms of **supply**. If **we** or one of our **agents** forms the **contract** with you over the phone or online, the specific details of **your contract** (which will be confirmed to **you** in writing in **your welcome letter**) will be communicated to you before **you** confirm **your** agreement to be legally bound by the **contract**.

A “**working day**” is any day other than a Saturday, Sunday, or bank holiday.

In the **contract**, unless the context otherwise requires:-

- the words "include", "including", "in particular" and other similar expressions are to be read as if they were followed by the words "but without limitation";
- any reference to a "person" includes any individual, company or other entity or organisation which has a legal personality;
- any reference to any **industry rule** or other law or regulation is a reference to that **industry rule** or other law or regulation as it may have been amended or replaced from time to time;
- words in the singular are to be interpreted as including the plural, and vice versa; and
- any headings used in these terms and conditions are inserted for ease of reference only and are not intended to affect the interpretation of the **contract**.

2. Getting off on the right foot – starting your contract

Unless you have a **deemed contract** with us, **our contract** with **you** shall come into force when **you** agree with **us** or one of our **agents** over the phone or online that **we** will **supply you** in respect of one or more of **your sites** or **you** sign a document which specifically incorporates the **contract**.

If **you** have a **deemed contract** with us our **contract** with **you** shall come into force when **we** begin to **supply your site(s)**.

By agreeing to this **contract**, **you** are confirming that:

- **you** either own or occupy the **site(s)** where the **supply** will be made; OR **you** have the authority to enter into this **contract** to buy **energy** for the **site(s)**;
- any representative or agent acting on **your** behalf has this authority;
- the **site** or each of the **sites** (as applicable) are connected to mains gas and/or electricity via **meter(s)** installed in accordance with the **industry rules**; OR **you** will make arrangements with us or an appropriately qualified third party for the **site(s)** to be so connected by **our** agreed start date for **supply**;
- there is no reason a previous supplier would object to **us** becoming registered to **supply** the **site(s)** under the **industry rules**;

- **you** intend that **we** will be the exclusive supplier of **energy** to the **site(s)**;
- **you**'ll only be using the **supply** totally or mainly for business purposes;
- no **site** is the subject of any active **green deal plan**;
- no **site** is the subject of an arrangement with a **network operator** which allows for supplies of gas to be interrupted by the **network operator** for purposes connected with the management of its network; and
- **you** are not subject to an **insolvency event** and have no reason to anticipate **you** will be subject to an **insolvency event**.

You will let **us** know as soon as reasonably possible if at any time after entering into the **contract** **you** become aware of any change of circumstances which means **you** are unable to confirm your compliance with the above conditions. As a result of such notification **we** may choose not to take over or continue the **supply** (and so end the **contract**) OR if we do choose to take over or continue the **supply**, we may need to make variations to the **contract** to reflect requirements of the **industry rules** in which case we will give **you notice** of any variations before **we** make them.

In addition, **our supply** to **you** is conditional on **you** agreeing that:

- if **you** owed us any money before the date that this **contract** starts for any of **your sites** which **we supply** to **you** under a separate **contract**, **you** will also owe it to us under this **contract** and **you** will have to pay any money **you** owe to us;
- if **you** are a partnership, **we** may claim any money **you** owe us under this **contract** from any of the partners or all of them;
- **we** can check **your** credit score following which **we** may choose not to take over or continue the **supply** of the **site(s)** (and so end the **contract**) or **we** may ask **you** for a **security deposit** or other form of security such as a letter of credit or personal or company guarantee. **We** may request any of these security measures at any time during the **contract** if **we** have concerns regarding your finances or ability to pay us on time and may make reasonable changes to your **contract** (including your tariff) as a result; and
- **you** will provide us with information as **we** may reasonably request to check **your** identity as **our** customer.

We will:

- start **your supply** at each **meter point** to which this **contract** applies from when **we** are able to take over **your supply** (see section **Error! Reference source not found.** below) or when **you** start to take a **supply** from **us** (whichever happens first).

3. Switching to Us

We will try to make this as easy as possible by:

- beginning the **supply** as soon as possible after **you** sign up and in any event so far as reasonable within 21 days of the date of this **contract**. **We** will confirm the precise start date for **your supply** when **we** know it; and
- telling **you** if the start date for **your supply** changes. **We'll** do **our** best to let **you** know the reason for the delay and (if **we** are still able to take over **your supply**) what **we** think the new start date will be.

If:

- we are able to take over your **supply** but there is a delay the start of our **supply** to **you**; or
- for any reason **we** are unable to **supply** to **you** and must terminate the **contract** in respect of any or all of your **sites**

due to circumstances beyond our reasonable control (including if **OFGEM**, the **industry rules** or your previous supplier prevents us from supplying **you** or **we** don't have the information **we** need, or readily and freely accessible, to take over **your supply**) **we** will not have any liability to **you**. **We** may charge **you** a fee of £100 to cover **our** administrative costs to date and in instances where **we** continue your **supply**, **we** may make reasonable changes to **your** tariffs (including any **fixed tariff**) to take account of the delay to the **supply** start date.

In return **we** will expect **you** to:

- pay any charges **you** have to pay **your** old supplier;
- give us or our **agents** any information **we** need to be able to **supply** **you** including a best estimate of how much **energy** **you** are likely to use for each **site** each year; and
- tell **us** if **you** want the **supply** date to be delayed, or if **you** don't want to go ahead with **us** supplying **you**. **We** may then charge **you** a fee of £100 to cover our administrative costs to date if **you** decide not to go ahead with **us** supplying to **you**.

4. Energy Usage and Meters

You acknowledge and agree that other than where **you** have provided and paid for a particular **meter**, the **meter** remains the property of us or any third party asset provider (as applicable).

Where **you** own the relevant **meter** on any **site**, **you** are responsible for ensuring that the **meter** functions properly and for taking all such steps as may be necessary from time to time, including instructing appropriate parties to carry out repairs or replacements where necessary, to ensure that the **meter** provides accurate data in respect of your **energy** consumption at the **site**.

Notwithstanding this, **we** reserve the right to carry out or arrange repairs/replacements and recover the costs from you, if **we** are not reasonably satisfied that **you** are complying with this obligation.

You will:

- to the extent that the **meter** is not a functioning **AMR meter** or **smart meter**, give **us** an initial **meter** reading for each **meter point** for the date that we request and then provide **us** with a **meter** reading at least annually (if not more frequently to ensure billing accuracy). If you fail to provide us with an initial **meter** reading for the date that we request (or at any time during the term of this **contract**) we may estimate it;
- be responsible for the **energy** from the **meter points** to your **site** and maintaining the electrical infrastructure on your side of the **meter point** in good working order;
- let us and our agents, any third party asset provider, or any applicable **network operator** visit your **sites** on reasonable notice (except in instances of emergency) for any reason relating to **your supply** including to inspect, maintain, repair or replace the **meters** or take **meter** readings. **You** must make sure it is safe to visit your **site(s)**;
- let us know if **your site** has a pre-payment **meter** installed (as we may not be able to supply pre-payment **meters** for our non-domestic customers). If necessary, **we** will arrange installation of a new **meter** with **you** and where **we** carry out such an installation on **your** behalf **you** will pay our reasonable charges;
- tell us if your **meter points** also supply other addresses or any parts of a **site** which **you** do not use or own. If **you** do not tell us and **we** do not confirm otherwise to you in writing, **you** will be responsible for paying for all **energy supplied** to the **meter point(s)**;
- not damage or interfere with the **meter points** and if **you** do **we** may charge you our reasonable costs for any remedial work and a charge if **we** consider you have interfered with the **meter** to steal energy;
- comply with the **industry rules** to the extent they apply to **you**. The cost of ensuring the **meters** remain compliant with the **industry rules** now and in the future will be borne by **you** and, where **we** reasonably incur any costs of this kind (including costs of attending a particular site and replacing any **meters**), we will be entitled to recover them from **you**;
- tell us if there is any change in **your** circumstances that could result in **you** using more or less **energy**; and
- ensure that your **energy** usage does not exceed the applicable maximum capacity agreed with your **network operator**. If **you** do not comply with this requirement we will be entitled to recover from **you** additional charges (as imposed on us by the **network operator**) and **you** may also be at risk of having **your** supply cut-off.

5. AMR Meters and Smart Meters

We will replace existing meters with an **AMR meter** or (if applicable) any other kind of automated or "smart" metering where **we** consider it necessary in order to comply with **industry rules**.

You will be responsible for complying with our reasonable instructions relating to the installation of an **AMR meter** and for paying all of **our** reasonable installation costs which **we** shall be entitled to recover from **you**.

6. Charges and Payment

Up-to-date information on your tariffs is available via your MyAffect account though **we** will confirm **your** tariff as at the start date for **your supply** in **your welcome letter** together with details of our **standing charges** for the **site(s)**. **We** reserve the right to change our tariffs and **standing charges** from time to time in line with these terms and conditions but **we** will always give **you** written notice of any change.

How **you** pay for **your energy** will depend on the **payment method** **we** agree with **you** as set out in **your welcome letter**. If **you** have a **deemed contract** with us **your payment method** will be **payment on bill** until you complete a **direct debit** mandate. If **you** move to a different **payment method**, **we'll** tell **you** about any changes to the **contract** that happen as a result.

We will:

- calculate the charges for **your supply** for gas and electricity in kilowatt hours (kWh). This will be based on **AMR meter** readings or any up to date **meter** readings **you've** given **us**, or estimated readings if **you** haven't provided **meter** readings. **We** may at our discretion request a new **meter** reading from you or estimate your **meter** reading if you provide us with a **meter** reading which we reasonably consider is inaccurate;
- calculate a **standing charge** for each "meter point reference number" or "meter point administration number" registered to **your site(s)**;
- add VAT to **your** charges at the appropriate rate;
- where applicable add **CCL** to **your** charges at the appropriate rate;
- add any other taxes, charges fees levies or duties at the appropriate rate and any brokerage or consultancy fees due as a result of any agreements **you** have with third parties;
- keep any credit **you** have on **your** account and use it to pay the charges;
- apply any "online discount" we may offer you provided you have complied with our requirements in the relevant month as specified in section **Error! Reference source not found.** below; and
- follow the Direct Debit Guarantee if **you** are paying by **direct debit**.

We will not be legally responsible to **you** (or anyone else) if **we** apply VAT, **CCL** or any other taxes levies fees or duties which apply, incorrectly following receipt of incorrect or incomplete information from **you**. **You** are responsible for sending to us **your** VAT registration certificate and completed Climate Change and Levy Supplier Certificate (PP11) form as appropriate and any other forms or certificates which **we** may require from time to time in advance of us commencing **supply**.

At **your** request, **we** can also test the accuracy of **your meter**. This is chargeable. **We'll** tell **you** the overall cost before the work is carried out. If the **meter** is found to be faulty, **we'll** refund the payment **you** paid to **us** (unless **you** own the **meter**, in which case the payment will be non-refundable). If **we** request to test **your meter** we will pay for the accuracy test.

When **you** make a payment to us **we** can decide how **we** apply that sum as against **your** outstanding balance and **we** may elect to pay off an older outstanding sum even if your payment is stated to relate to a particular period. If **you** leave our **supply** or any bill is unpaid for a period of two months from the due date **we** may use any money we owe **you** or any **security deposit we** are holding for **you** to pay off what **you** owe us under the **contract** or any other contract or arrangement **we** have with **you**.

You will be responsible for:

- paying **us** for all **supply** to the **meter points** at each of **your sites** until **your contract** ends;
- paying any reasonable costs **we** incur if **you** haven't met the terms of **your contract** or **we** incur charges due to something **you** have done or request to be done (including administration costs and the costs of cutting-off the **supply** and of restoring it) and paying a **termination fee** if the **contract** ends before the end of your **fixed tariff period**. Where you request a service **we** will tell **you** about the charges before providing **you** with the service;
- (if **you** are a **direct debit** customer) making **your** first payment in advance;
- (if **you** are a **payment on bill** customer) paying the amount shown on **your** bill by the date indicated on the bill; and
- paying any up front charges associated with a **meter** accuracy test if **you** request such a test. These charges will be refunded if the **meter** is found to be faulty (unless **you** own the **meter**, in which case the payment will not be refunded).

7. Ways to pay

Direct debit

We will:

- place **you** on a **fixed direct debit (our default payment method)** unless **you** and **we** agree otherwise or **you** have a **deemed contract** with us and **we** have not received a **direct debit** mandate from **you**. If you are paying by **fixed direct debit** **your** monthly payment will be calculated by estimating **your energy** use over the next year and dividing it into 12 equal payments;
- send **you** regular **statements of account** showing **you** how **we** have calculated your monthly payment;
- review **your direct debit** regularly to ensure the amount **you** are paying is as accurate as possible. If our estimated **direct debit** taken is not accurate **we** will make any appropriate adjustments to **your direct debit** for the remaining **direct debit** period and notify **you** in advance of any changes; and

- move **you** to **payment on bill** billing if we think there are likely to be any problems with **your direct debit** payment. Please see "**Payment on bill**" below for more information on this.

You will:

- ensure that an appropriate **direct debit** mandate has been provided to your bank and remains in full force and effect for the duration of the contract.
- promptly tell **us** about any changes to **your** bank account details.

Payment on bill

We will:

- bill **you** for the **energy you** have used based on our calculations.

You will:

- pay us according to the terms set out on the bill;
- include enough information in your payments so **we** can allocate the payment to your account which as a minimum shall be **your** account and invoice number and details of **your site**;
- notify us if **you** haven't received a bill in line with your expected billing interval; and
- notify us if **your** bill is unusually high or low.

If **you** disagree with any amount **we** have charged **you** must let us know as soon as possible and continue to pay your bill by the due date. If you are paying by **direct debit you** should not cancel your **direct debit**. If following an investigation into the matter **we** agree that we have overcharged **you we** will apply the amount by which **we** have overcharged you as a credit to your account.

If any of the bills we send **you** are not accurate **we** will send you a new bill which you must pay in accordance with the due date set out in the new bill.

If any **statements of account** we send **you** are not accurate we will send you an updated **statement of account** for your records.

Late Payment

If you are having financial difficulties please contact us (our details can be found online at www.affectenergy.com) so we may find a solution if possible.

If **you** do not pay on time, **we** can:

- add the amount **you** owe to your next bill;
- charge **you** any bank charges **we** have to pay due to cancelled or failed payments;

- charge £15 for the first missed payment and £20 for each missed payment after that;
- temporarily or permanently cut-off the **supply** if after 3 months from the date that payment was due **you** still haven't paid **your** bill;
- charge **you** interest at 4% per year above the current Bank of England base rate on the amount **you** owe (including VAT and any other applicable taxes) until **you** pay this amount plus interest; and
- notify **your** failure to make payment in accordance with a due date to third parties including credit rating and reference agencies.

8. Online Discount

We may at **our** discretion:

- offer **you** a discount if **you** manage **your** account online, through **MyAffect** or otherwise supply all information **we** require from **you** by email.

You will (in order to receive the discount):

- provide **meter** readings through **MyAffect** when **we** ask **you**, or otherwise give them to us electronically by email;
- keep **your** personal details up to date (either through **MyAffect** or by email);
- use online methods (including email) as **your** primary method of communication with us; and
- renew your contract using **MyAffect** (if **you** want to renew with us) or such other method as **we** may specify.

We will confirm any discount we may offer **you** prior to entering into the **contract** and any discount offered will also be specified in your **welcome letter**.

This discount will be applied in each monthly billing period provided **you** have complied with the requirements specified in this section **Error! Reference source not found..**

9. Changes to your contract

We can:

- change the terms and conditions of the **contract** on giving you written notice that **we** intend to make such changes to the **contract** as **we** reasonably consider are necessary to reflect any changes to **industry rules** or other laws or regulations which occur after the date of the **contract** being entered into.

- transfer all or any of **our** rights and legal responsibilities under **your** contract without **your** permission by giving **you** written notice.
- (if **you** are on a **variable tariff**) change the rates of **your** tariff or tariff type (as **we** consider appropriate) by giving you 30 days' written notice.
- (if **you** are on a **fixed tariff**) change the rates of **your** tariff or tariff type (as **we** consider appropriate) in limited circumstances on written notice, including if this is necessary in accordance with **industry rules** or other laws and regulations, if the information **you** have given us on which we based **your fixed tariff** is incorrect or no longer correct or if the start of your **supply** by **us** is delayed for reasons beyond our reasonable control. If **you** object to our changes **we** may end the **fixed tariff** **we** have agreed with **you** and place **you** on a **variable tariff**.

Apart from in these circumstances, any other changes to the **contract** must be agreed in writing between **you** and us in order to be valid.

10. Renewing your contract

- If you have a **fixed tariff** with us your **fixed tariff** will automatically end at the end of **your fixed tariff period** and **you** will need to renew **your fixed tariff** if **you** would like to continue to receive **your supply** at a fixed rate for a fixed period.
- **We** will write to **you** (including by email where you have agreed to email communication) around 60 days before the end of **your fixed tariff period**. Our letter will set out details of the **variable tariff** that **we** will apply if we don't hear from **you** before your **fixed tariff period** comes to an end. We will also provide **you** with details of any **fixed tariffs** **we** are able to offer **you**.
- If **you** renew your **fixed tariff**, **your** new **fixed tariff period** will start on the day after **your** current **fixed tariff period** comes to an end.
- If **you** do not do anything in response to our letter we will apply the **variable tariff** which **we** set out to **you** in our letter. **We** will only apply another tariff if **you** have contacted **us** in line with our instructions set out in the letter and **we** have agreed with **you** that a new tariff will start on the day after **your** current **fixed tariff period** comes to an end.
- If **you** wish to terminate your **contract** at the end of your **fixed tariff period** **you** will need to follow the process set out in section **Error! Reference source not found.** of these terms and conditions.

11. Ending your contract

If **you** are a customer who has a **deemed contract** with us **you** can end **your deemed contract** at any time and are not required to give us 30 days' written notice as outlined below. However, it would be helpful to us if **you** could do so in line with the procedures set out below.

If **your site** is covered by a **variable tariff**:

You:

- Can end the **contract** at any time (even where **you** are not moving out of the **site**) by giving us at least 30 days' written notice that **you** want us to end the **supply of energy to your site(s)** and either transferring to a new supplier within 30 days, or asking us to arrange for the **supply** to be cut-off. The **contract** will end on the date the new supplier takes over **supply** of the relevant **site(s)** or **we** have arranged to cut-off the **supply** to the **site(s)** and the **supply** has been cut-off (as applicable). In the event this does not occur within 30 days of our receipt of your notice of termination, **you** will need to serve us with a further 30 days' notice and the **contract** will remain in full force and effect until the date the new supplier takes over **your supply** or **we** have arranged to cut-off the **supply** to the **site(s)** and the **supply** has been cut-off (as applicable). **We** may choose to amend **your variable tariff** during this period.
- Must let us know which **sites you** are cancelling **your contract** in respect of if **we supply** to more than one of **your sites**;

We:

- Can end the **contract** by giving **you** 30 days' written notice or immediately on written notice to you that a **termination event** has occurred.

If your contract is covered by a fixed tariff:**You:**

- can end this **contract** (even where **you** are not moving out of the **site**) at the end of **your fixed tariff period** (as set out in **your welcome letter** or as extended) by giving us written notice at any time up to 30 days before the end of **your fixed tariff period** that you wish to switch supplier or require the supply to the **site** to be cut-off.
- If **you** wish to switch to another supplier, **you** will then have 30 days from the end of your **fixed tariff period** to complete **your transfer**. If **you** do not complete your transfer within this 30 day window:
 - this **contract** will continue in full force and effect until a new supplier takes over **supply** of the relevant **site(s)** or we have arranged to cut-off the **supply** to the **site(s)** and the **supply** has been cut-off (as applicable);
 - **we** will move you to one of our **variable tariffs** for the time between **your fixed tariff period** ending and **you** leaving our **supply**; and
 - if **you** still want to switch to another supplier, **you** will need to give us a further 30 days' notice and complete your transfer within this further 30 day window.
- can end the **contract** (even where you are not moving out of the **site**) before the end of **your fixed tariff period** by giving at least 30 days written notice at any time but **we** may then charge **you a termination fee** where **we** are permitted to do so by the **industry rules**.

For the purposes of **industry rules** relating to transfers to other suppliers, **we** will be entitled to raise an objection to another supplier taking over the **supply** in respect of any **site** in the following circumstances:

- where **you** arrange to transfer to another supplier prior to the end of **your fixed tariff period** and have not paid us the **termination fee**;
- where any sum payable to us under the **contract** is overdue for payment;

- where **you** have failed to give us the required amount of notice of **your** wish to end the **contract** and transfer to the relevant supplier;
- where **you** are in breach of any other provision in the **contract**;
- where the relevant transfer request does not include all of the **meter points** at the relevant **site**;
- where completion of the transfer to the relevant supplier (including registration of the relevant **meter point(s)**) would be in breach of any **industry rules** or it would otherwise be reasonable for us, acting in accordance with **industry rules**, to object to the transfer.

We:

- Can end this **contract** immediately on written notice to you that a **termination event** has occurred.
- Can charge you a **termination fee** if we terminate the **contract** before the end of your **fixed tariff period**.

If the **contract** ends for any reason **you** and **we** will not lose any of the rights we already have (for example any money that is owed at the end of the **contract**) by either party to the other.

If **you** are leaving a **site** permanently, **you** can end the **contract** provided you:

- give us at least 30 days' written notice of **your** intention to leave the **site(s)**;
- give us all the details which **we** may reasonably request including the date **you** are leaving the **site**, **your** new contact details, the name and contact details of any new tenant or confirmation that the **site** is empty (with contact details of the landlord) and the final meter readings for each **meter**; and
- pay us all money **you** owe us in respect of the **site**;

If **you** are moving to a new **site** **we** may agree with **you** that **you** can transfer **your fixed tariff** to cover **your** new **site** and will provide you with a **welcome letter** in respect of that **site** which will confirm when we will take over **supply** or transfer your **fixed tariff** (as appropriate) to that address. If **we** do not agree with **you** that you may transfer your **fixed tariff** and you leave the **site(s)** permanently before the end of **your fixed tariff period** we may charge you a **termination fee**.

If you leave a **site** permanently **our contract** with **you** will terminate when another customer takes responsibility for the **supply** or **we** have arranged to cut-off the **supply** to the **site(s)** and the **supply** has been cut-off (as applicable).

Where the **contract** covers more than one **site**, then unless we say otherwise in the relevant notice, any notice given by us to terminate the **contract** will operate to end the **contract** with respect to all of the **sites** covered by the **contract**.

12. Using personal information

You agree to us using your personal data in accordance with our privacy policy which you can find at <http://www.affectenergy.co.uk/privacy-policy/>.

13. What we're responsible for

As a supplier **we** can't guarantee the quality of **your supply** or that **your supply** will be uninterrupted, and aren't responsible for losses **you** or others incur because **we** need to cut-off, suspend or restrict **your supply** in the following circumstances:

- in an event of emergency or to avoid danger;
- where **we** are required to stop **supplying you** by the **industry rules**;
- where **we** are permitted to stop **supplying you** under the **industry rules** and consider your **supply** should be stopped;
- where **our contract** with **you** has ended and another supplier has not taken over the **supply**; or
- in any other circumstances where **our contract** envisages expressly or by implication that the **supply** can be cut-off.

If **we're** liable for a loss caused by a **network operator**, **our** liability is limited to the amount **we're** entitled to recover from them under the **industry rules** on **your** behalf. In the case of gas, this includes any payments we are required under **industry rules** to make in respect of any curtailment of **supply** due to a "gas deficit emergency" – being a payment which **we** will make as soon as reasonably practicable after receiving the relevant amount from the relevant **network operator**.

If **your supply** is at any point cut-off by us (on **your** request or otherwise) **we** can charge **your our** reasonable costs for arranging to have the **supply** cut-off and, if applicable, restored at a later date.

We will not be liable to **you**, under or in connection with the **contract** for any loss of use, loss of profit, loss of revenue, loss of contracts, loss of goodwill or any loss of kind that does not flow directly from any breach of the **contract**, negligence or other default on **our** part.

We will not be liable to **you** for any delay in performing, or failure to perform, any obligation **we** may owe **you** under or in connection with the **contract** where the relevant delay or failure is caused by circumstances beyond **our** reasonable control.

Our total liability to **you** for in respect of physical loss and/or damage to any property (whether arising from a breach of the **contract**, any negligence or otherwise) will in no circumstances exceed fifty thousand pounds (£50,000). For any other claim for loss and/or damage our total liability (whether arising from a breach of the **contract**, negligence or otherwise) under or in connection with

the **contract** will not exceed an amount equal to one third of the total charges paid by **you** to us under the **contract** in the twelve (12) months immediately preceding the claim, and for these purposes any claims arising out of the same incident or a series of connected incidents will be treated as a single claim.

This **contract** doesn't exclude any liability that **we** aren't allowed to exclude by law.

14. Emergencies and your safety

You will:

- provide us with emergency contact details (for gas only) as **we** may direct in accordance with the **industry rules** and ensure these emergency contact details are kept up to date;
- use **your supply** in a way that does not endanger people or **property**, or that could interrupt the gas **supply** of any other **property**;
- tell **us** if **you** think **your meter** or any related equipment is damaged; and
- report a gas emergency on 0800111999 and an electricity emergency to **your** local distributor – their full contact details can be found on www.affectenergy.com or <http://www.energynetworks.org/info/faqs/who-is-my-network-operator.html>

We will:

- restrict the **supply** if we think that **you** are using it in a way that is unsafe or if **we** are required to by any legal or other requirements.

15. National Terms of Connection (Electricity)

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 **contract** and it affects **your** legal rights.
- the NTC is a legal agreement. It sets out rights and duties in relation to the connection at which **your** network operator delivers electricity to, or accepts electricity from, **your** home or business.
- if **you** want a copy of the NTC or have any questions about it, see the website at <http://www.connectionterms.org.uk/> or phone 0207 706 5137. If **you** need to write, their address is: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF.

16. The contract

- These terms and conditions and the **welcome letter** are the entire **contract** between **you** and **us**. **You** may not rely on any statement that is not contained in them.
- **You** are not entitled to transfer any of **your** rights or responsibilities under the **contract** to another person without our written permission. **We** are entitled to transfer all or any part of the **contract** to another supplier and, if we ask **you** to do so, **you** must promptly enter into any further document that **we** reasonably consider is necessary to give full effect to a transfer of this kind.
- If at any time **you** do not keep to any part of the **contract** and **we** do not respond, this does not mean **we** are not entitled to take action in the future. For example, even if **we** do not immediately take action to ask you for money that **you** owe us, this will not stop us doing so in the future.
- If a court of other authority (including **OFGEM**) tells us that a part of the **contract** is not valid, the rest of the **contract** will not be affected.
- **You** can contact us in order to give any notices under the **contract** by letter or email sent to the following address:- endmycontract@affectenergy.com.
- **We** can contact you in order to give any notices under the **contract** by sending these to the current billing address **we** have for **you**, or by using any email address **you** have provided us with.
- Whether **we** are contacting **you** or **you** are contacting **us**, a letter will be treated as having reached the recipient two working days after it was posted to the correct address. An unreturned email will be treated as having reached the recipient on the working day after it was sent.
- No provision of the **contract** is intended to be enforceable by any third party i.e. by any person other than **you** or **us**.
- **You** agree that we may from time to time, and without further notice, electronically record telephone conversations between **your** representatives and ours (including our **agents**) in relation to matters connected with the **contract**.
- The **contract** is to be governed by English law and **you** and **we** each agree to disputes relating to the **contract** being dealt with by the English courts.