



# ENGIE TERMS & CONDITIONS

## Non-Domestic Electricity Supply Contract (SME and Micro Business under 5GWh)

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# General Terms and Conditions

## 1. Definitions

1.1 Definitions used in this Contract are set out in the Glossary at the end of this document.

1.2 For the avoidance of doubt, the terms of clauses 5.4, 5.5, 5.6, 5.12A, 5.13.4, 5.14.4 and 5.14.5 shall not apply to you if you are a Micro Business Consumer.

## 2. Your Supply Contract

2.1 The Contract is for the Supply of electricity by us, ENGIE Power Limited, a company registered in England and Wales (Company Number 04236804) having its registered office at No 1 Leeds, 26 Whitehall Road, Leeds LS12 1BE ("us" or "we") to you, as a non-domestic consumer.

2.2 You agree to enter into the Contract when either you (or your representative) have either accepted this Contract on the phone or completed an online application or otherwise entered into a Contract with us. Where you have formally entered into the Contract with ENGIE, Clauses 2.13 to 2.19 will not apply to you.

2.3 The Contract will be accepted by us if you have provided us with the information we need and you have met our credit requirements (as applicable). In accepting the Contract, we agree to Supply you with electricity (as applicable) for non-domestic purposes at your Property in accordance with the terms of the Contract.

### 2.4 Credit Checking and Security Deposit

2.4.1 You agree that we may carry out a credit and/or identity check on you and that in some circumstances, if we are concerned about your ability to pay us, we may ask you to provide a Security Deposit at any time, including prior to the Start Date.

2.4.2 The Security Deposit will normally be based on how much electricity we expect you to consume over a four month period. Should we request a security deposit, we will explain why we require this. Please note that if you have provided a Security Deposit and we consider that your ability to pay has improved and you have consistently paid your bills on time, we may return the Security Deposit to you prior to expiry of the Supply Period.

2.4.3 If you fail to provide the Security Deposit after receiving a request under this clause 2.4, we will be entitled to terminate the Contract, and if such failure occurs prior to the Start Date, we may elect not to become the registered provider of Supply to you and to terminate this Contract accordingly by giving you notice.

2.4.4 Where we elect not to provide Supply to you in accordance with clause 2.4.3, we shall be entitled to sell back on the wholesale market any electricity forward purchased for the purposes of Supply under this Contract and to bill you in respect of any Mark to Market Loss incurred, such bill to be paid within fourteen days of the date of the bill.

2.5 The Contract is based on the information provided to us by you (or your representative), which you confirm is accurate. If your situation or the information that you have provided changes, you must let us know without delay. If your anticipated consumption may exceed 5GWh on an annual basis, you must let us know immediately, in which case clause 6.2 shall apply.

2.6 If you have not entered into a contract with us as described in Clause 2.2, we will begin treating you as though you have accepted the Contract when you either: (i) move into a Property Supplied by us; (ii) become responsible for a Property Supplied by us; or (iii) are a landlord of a Property Supplied by us and your tenant moves out. We will Supply you under the Contract as if you had entered into it and the terms set out in Clause 2.13. to 2.19 (Deemed Terms) will apply in addition to all other provisions.

### Start of your Supply

2.7 For us to start to Supply you, you must be the owner or occupier of the Property or be responsible for the Supply of electricity at the Property and the Property must be connected to mains electricity.

2.8 If you use your Property for domestic purposes or start to do so at any time whilst we are Supplying you, you must let us know immediately

2.9 If we do not already Supply the Property, we will tell you the date on or around when we will start to Supply you. The Supply commencement date will be set out in the Quotation Document unless we have problems taking over the Supply. For example, if:

- 2.9.1 your previous supplier prevents us from taking over the Supply, which it may be entitled to do in some circumstances;
- 2.9.2 we do not have all of the information that we need from you;
- 2.9.3 any governmental or regulatory body or authority (e.g. OFGEM) prevents us from Supplying your electricity;
- 2.9.4 you do something that prevents us from taking over the Supply; or
- 2.9.5 we cannot Supply your electricity for some other reason outside our reasonable control, including due to third parties.

For the avoidance of doubt, in such circumstances we shall not be liable for any such failure or delays to commence your Supply or register your Meter, or any costs incurred in connection therewith, including out of contract rates charged by your previous supplier.

2.9A Where you agree to enter in a Contract with us but fail to consume electricity from any or all Meter Points from the Supply commencement date set out in the Quotation Document, or we terminate the Contract pursuant to clause 2.4.3, then we shall be entitled to recover from you and shall be indemnified by you for all costs and losses incurred by us as a result of such failure for the period up to the date on which the consumption commences, or the Termination Date, whichever is the sooner, and in either case such costs to include any Mark to Market Loss.

2.10 We will request a Meter reading from you on or around the date we start to Supply you. This will be used by your previous supplier to produce your final bill and will help to make sure your new bills are accurate.

2.11 Title and risk in the electricity shall pass to you at the Meter.

2.12 You warrant that the Meter complies with the Industry Agreements and any other relevant agreements or authorisations necessary to permit or continue the Supply.

### Deemed Contract Terms

2.13 Clauses 2.13 to 2.19 apply to you if you become a customer in accordance with Clause 2.6, or if your Contract completed in accordance with clause 2.2 has been terminated.

2.14 Where you become a customer in accordance with Clause 2.6, you agree that although you have not entered into an express contract with us, because you are receiving the Supply at the Property you will pay us for the electricity Supplied to the Property in accordance with the Deemed Contract Rates, which are detailed in our Website.

2.15 If you become responsible for electricity at a Property (or have already done so) you must tell us the date you began to take Supply at the Property and the Meter reading(s) at that time. If you do not tell us this, we may need to assume that:

- 2.15.1 the start date of Supply to you is the day after the termination date for the outgoing customer; and
- 2.15.2 the opening Meter reading(s) for you is the same as the final Meter reading(s) for the outgoing customer.

2.16 If you are no longer going to be responsible for electricity at a Property as you no longer own or occupy the Property, your Deemed Contract will end on the date that you notify us will be the last day you are responsible for electricity at a Property and confirm the identity of the new owner or occupier, provided you notify us at least two (2) Working Days beforehand.

2.17 If you stop being responsible for electricity at a Property and you do not tell us beforehand, your Deemed Contract will end two days after you notify us that you are no longer responsible.

2.18 Subject to the terms of clause 2.19, if you enter into a contract with another Supplier, your Deemed Contract will end on the date that your new supplier takes over your Supply.

2.19 For the avoidance of doubt, you shall remain liable for all Charges, including any Deemed Contract Rates incurred, prior to the date that your new supplier takes over your Supply.

## 3. Charges, Billing and Payments

3.1 The prices applicable to your Supply are set out in the Quotation Document.

3.2 A breakdown of the Charges applicable to your Supply are set out

in the Quotation Document and these terms and conditions. You can find out more about the Charges on our Website. You will also be charged any taxes that apply to your Supply which may change during the Supply Period, including but not limited to VAT the rate of which may change from time to time.

3.3 Please note that;

Transportation Costs and Operational Costs are still payable by you for any Meters which remain energised, even if they are not consuming electricity; and,

3.3.1 Metering Costs and Operational Costs are still payable by you for any Meters which remain on the Property, even if they are not connected.

3.4 If we provide you with Additional Services, we will agree the price with you before we supply the Additional Services and the applicable supplementary charges will be included on your bill.

#### Billing and Payments

3.5 You will receive a bill or statement of account as regularly as specified in the Quotation Document.

3.6 We will try to bill you based on your actual consumption. If we do not have your actual Meter readings or believe, acting reasonably, that the Meter reading is inaccurate we may bill you based on estimates, in which case we will reconcile any over-charge or under-charge when we have received your actual Meter reading. For the avoidance of doubt, where you are a Micro Business Consumer, we will undertake such reconciliation within a period of 12 months from the date of identifying any such over-charge/under-charge.

3.7 Please pay your bill in the way stated in the Quotation Document unless we agree to a different payment method. If you fail to make payment in the way stated in the Quotation Document, we shall be entitled at our sole discretion to change your payment method and if we do this, we will notify you of this in writing. If you pay by a different payment method, or if we change your payment method in accordance with this clause, additional charges may apply.

3.8 If you, acting reasonably and in good faith, do not think that your bill is correct please notify us as soon as possible, setting out the reasons for this view. Please note that you must pay any part of your bill that is not in dispute, and thereafter you must pay any outstanding amounts due without delay once the dispute has been resolved.

3.9 If at any time during or after the Supply Period, one or more elements of the Charges are found to have been incorrectly calculated or wrongly omitted or included in any bill, then we shall issue a Reconciliation Invoice in respect of the same. For the avoidance of doubt, this Clause 3.9 survives termination of the Contract.

3.10 We shall be entitled to vary any Pass-Through Cost element of the Charges by a reasonable and proportionate amount, at any time during the Supply Period, so as to minimise the amount of any Reconciliation Invoices. We shall provide reasonable notice in such circumstances, together with evidence to demonstrate why the Charges have been varied and to support our substitute Charges.

3.11 If you have, or expect to have, a problem in paying us, please let us know as soon as possible. We may be able to provide guidance to help you reduce your electricity costs.

3.12 We have the right to charge you interest if you are late in paying any debt that you owe to us. This will be charged at an annual rate of 8% above the Bank of England's base lending rate applicable at the time.

3.13 If you are entitled to a refund should you leave ENGIE as your account is in credit following receipt of a final meter reading from you, we will issue any such refund due to you, which in the case of Micro Business Consumers will be within 14 days of your end of Contract bill. If you pay by direct debit, the refund will be made to the relevant bank account. If you pay by any other method, a cheque will be issued for the refund amount.

3.14 For the avoidance of doubt, if you request an alteration or correction to a bill (howsoever arising) following issue, the payment date specified in the original version of the bill shall remain applicable notwithstanding the issue of an updated bill, or date thereof.

#### Backbilling

3.15 If you are a Micro Business Consumer, we will only Invoice you in respect of any Charges for the Supply which arise within the 12 months before the date of our Invoice, unless:

3.15.1 we have issued an Invoice and you have failed to make payment, in which case we are entitled to continue to claim for such Charges;

3.15.2 we have been unable to issue an Invoice for the correct amount of electricity consumed due to your obstructive or unreasonable behaviour; or

3.15.3 OFGEM permits or instructs us to do otherwise.

#### 4. Meters

##### Ownership of Meters

4.1 Please note that you will be responsible at all times for the Meter at the Property which should be in good working order and meet the required industry standards, Acts and Industry Agreements to enable us to Supply you. If we require to install, replace, enlarge, extend or renew any mains, wires, cables or other plant or equipment to allow you to receive a Supply of electricity to the Property, this will at your cost as detailed in our Website.

4.1 A If we intend to install a Smart Meter at your Property and you wish to refuse such installation, you must tell us in writing. You can do this by contacting our Customer Services by e-mail at [customer.service@energysupply.engie.co.uk](mailto:customer.service@energysupply.engie.co.uk) or by writing a letter to our Customer Services team (the contact details for which are set out in our Website).

4.2 The Meter reading will be evidence of how much electricity we have Supplied to you. If you believe, acting reasonably, that the Meter reading is wrong, we will arrange to have the Meter tested. If the Meter is found to be working correctly within acceptable industry limits, the cost of such testing will be met by you. We will advise you how much this will be in advance of arranging the test; for the avoidance of doubt, You will continue to pay invoices hereunder based on our estimate of your consumption during any such period of Meter testing.

##### Maintenance of Meters

4.3 We shall not be responsible for checking the suitability of Meters. You will pay for any work deemed necessary and undertaken by us to ensure that the Meter(s) is/are appropriate and meet the necessary standards.

4.4 We are entitled to require that a Meter be removed, repaired or replaced where we consider it to be damaged, incorrectly recording data, past its certification date or incorrect for the product structure, and you are required to notify us immediately where you become aware of or suspect any such circumstances.

##### Agent Appointment

4.6 We will appoint all Agents on your behalf except in the below circumstances;

4.6.1 where you have indicated that there is a direct arrangement between you and an accredited Agent to provide Agent services, we will make reasonable endeavours to appoint this Agent on your behalf; and,

4.6.2 for any high voltage or half hourly premises that are allocated to Measurement Class C (100kw non-domestic half hourly), you will be responsible for ensuring a direct contract is in place between you and an accredited Agent.

4.7 Where Agents appointed through a direct agreement with you are not performing to published industry standards and procedures, we reserve the right to appoint replacement alternative Agents at your cost and at no liability to us.

##### Access

4.8 You shall provide our contractors, any Agent and any other relevant party with, safe, full, free and unobstructed access to the Property including the Meter and all associated equipment for the purposes of reading the Meter and for any other reason associated with your Supply, including to install, remove, replace, reprogram or maintain the Meter or any other equipment. If access is obstructed, you must remove this obstruction at your own cost and we may need to charge you for additional costs incurred by us as a result of such obstruction.

4.9 If we need to relocate a Meter or replace a Meter with another Meter for any reason, we may charge you for the related costs; provided that where a traditional meter is replaced with a Smart Meter, we would not anticipate charging you for the cost of the Smart Meter unit (but you may be responsible for any ancillary costs incurred in such installation, including, but not limited to, signal boosters, high gain aerials and connections).

4.10 If we or our contractors need to visit the Property, you will be provided with a minimum four hour appointment window. If you qualify as a Micro Business Consumer and the person attending fails to make it to the

appointment or rearranges less than twenty four (24) hours prior to the appointment without your agreement, you are entitled to £30 (thirty pounds) compensation. We may, at our absolute discretion, agree in writing to a written request from you that Meter(s) in addition to those detailed in the Quotation Document are added to the Contract.

#### **DNO and Electricity National Terms of Connection**

4.11 The Supply to a Meter is delivered through infrastructure operated by third parties (such as the DNO):-

- 4.11.1 the DNO will only be liable to you in accordance with the limitations in this Clause 4.12 and up to the prevailing maximum per calendar year contained in the NTC at the relevant time;
- 4.11.2 The DNO shall be entitled and have the ability to enforce the provisions of this Clause 4.12 by virtue of the Contracts (Rights of Third Parties) Act 1999 and such clauses may not be varied without the prior written consent of the DNO. No other person shall be entitled to enforce any terms of this Contract under that Act.

#### **Safety and Emergencies**

4.12 In certain circumstances, your Supply may be interrupted by third parties. For example:

- 4.12.1 to avoid danger to persons or property; or
- 4.12.2 if it is unlawful to continue your Supply; or
- 4.12.3 if maintenance to the local distribution system(s) is required.

4.13 We are not responsible for any losses incurred should your Supply be suspended in the circumstance set out in clause 4.13 and/or in an emergency or for safety reasons. You shall notify us of the content of any directions received from the DNO requiring you to reduce or cease electricity consumption. In the event that the foregoing circumstances apply, and/or you fail to comply with such directions, you shall be liable in respect of all costs, losses or expenses incurred by us as a consequence.

4.14 If you believe that your Meter or any other metering equipment may be damaged, you must let us know immediately.

4.15 If there is a major emergency affecting a network operator and the government gives a direction under the Fuel Security Code, we may recover from you a reasonable proportion of the additional costs suffered by us as a result of such direction.

#### **Data Retrieval**

4.16 If you are a Micro Business Consumer and have a Smart Meter at your Property, you agree that we can retrieve data from your Smart Meter on a half-hourly basis.

### **5. Ending the Contract**

#### **Moving Premises**

5.1 If you are moving from the Property, please provide accurate readings to us at least two (2) Working Days before the day you move. Please note that you shall continue to be liable for Charges payable under this Contract until responsibility for them is assumed by a new owner or occupier of the Property (whose details you should provide to us), or supply is permanently Disconnected by us or the DNO. Furthermore, if we have reasonable grounds for believing that you are seeking to effect a change of tenancy/occupancy to a Related Entity, we may at our sole discretion not bring the Contract to an end, in which case we will write to advise you.

5.2 Please provide us with a final Meter reading on or around the day that you move out in accordance with clause 5.1. Subject to the terms of clause 3, this will be used to calculate your end of Contract bill, which in the case of Micro Business Consumers will be within 6 weeks.

#### **Leaving us**

5.3 If you wish to discontinue consumption of electricity at any Meter during the Supply Period whilst you continue to lease or occupy the Property or own such Meter then, until such time as the relevant Meter(s) is/are Disconnected and the Meter is removed you will be liable in respect of:

- 5.3.1 all on-going Transportation Costs, Metering Costs, Supply Costs and other ancillary costs associated with such Meter, including those accruing to the Meter after Disconnection or De-energisation;
- 5.3.2 all Disconnection or De-energisation costs; and
- 5.3.3 all meter removal costs.

5.4 Where you discontinue the consumption of electricity at any Meter during the Supply Period (including where Disconnection or De-energisation has occurred), we shall be entitled to sell any electricity forward purchased by us for delivery to that Meter on the wholesale market.

5.5 Where the Contract contains a Product Appendix with a sellback provision, any sellback required under Clause 5.4 will, where your Product Appendix permits, be dealt with and invoiced in accordance with the terms of that Product Appendix.

5.6 Where the Contract does not contain a Product Appendix and the sell back pursuant to Clause 5.4 results in a Mark to Market Loss, we shall provide you with a separate bill for that amount, which bill will be payable fourteen (14) days after the date of bill.

5.7 You shall not be entitled to remove a Meter from this Contract where such Meter is the only remaining Meter under this Contract.

5.8 If electricity is not used at any Meter for a period in excess of six (6) consecutive calendar months we may, at our sole discretion, arrange for the Disconnection or De-energisation of the Meter and you shall be liable for a reasonable administration fee and all costs incurred as a result of such Disconnection or De-energisation.

5.9 Where any Meter is removed pursuant to this Clause 5, the provisions of the Quotation Document shall, to the extent agreed to by us, be amended or be deemed to be amended as appropriate to take account of such sale, disposal or termination of the use of the Meter.

5.10 If, at any time following signature of the Contract, the Contract terminates before the end date as set out in the Quotation Document, we shall be entitled but not obliged to charge you the Termination Sum. Both Parties are commercial entities and acknowledge and agree this is fair compensation for you choosing to leave the Contract prior to the contracted end of your Fixed Term Contract.

5.11 We may object to your transfer to a new supplier;

- 5.11.1 if you owe us money; or,
- 5.11.2 you are in breach of this Contract,

in which cases we will write and tell you that we are doing so. Please note that this may delay your transfer until all debt owed to us by you is paid and/or any breach(es) remedied.

#### **If We are in breach**

5.12 You may terminate this Contract upon written notice to us where:

- 5.12.1 we are in material breach of any of our obligations under this Contract, and such breach has a material adverse impact on your business and we have not remedied such breach within fourteen (14) days of receipt of written notification from you; or
- 5.12.2 we become Insolvent (as such term is defined in Section 123 of the Insolvency Act 1986) or a receiver, administrator, administrative receiver or liquidator is, or applies to be, appointed over any of our assets or we enter into any arrangement with our creditors.

5.12 A Following termination under this clause 5.12, we may sell all forward purchased electricity on the wholesale market and invoice or credit you respectively for any Mark to Market Loss or Mark to Market Gain arising as a result of such sell back. Such Mark to Market Loss or Mark to Market Gain shall be included in a final bill and paid by the paying party to the other within fourteen (14) days of the trading position being settled in the market.

#### **If we need to end the Contract**

5.13 We may need to end the Contract immediately and/or, disconnect your Supply if you:

- 5.13.1 do not comply with the terms of the Contract;
- 5.13.2 act fraudulently;
- 5.13.3 have interfered with your Meter or if we reasonably believe that you have stolen electricity;
- 5.13.4 have insolvency or bankruptcy proceedings brought against you; or
- 5.13.5 if we are unable to continue to supply your current product due to and Event Outside Our Control, in which case we may need to end your contract and will offer you an alternative product.
- 5.13.6 you default in paying amounts due to us by the applicable payment dates three (3) times in any twelve (12) month period;
- 5.13.7 if the credit insurance policy, Security Deposit, or other form of credit support obtained on or before the start of Supply under this Contract, or put in place at any time during the Supply Period is

withdrawn, reduced, amended, shortened, the terms are breached, or conditions which are unacceptable to us are applied, or if the credit standing, rating or scoring given to you by our credit insurer or such other credit reference agency we use from time to time to assess your creditworthiness, is withdrawn, reduced, shortened or falls below a level which is acceptable to us; or

5.13.8 if we have been unable to register any Meter within forty (40) Working Days caused by you providing incorrect data.

5.14 Where you are in breach of the Contract in accordance with any of the provisions of Clause 5.13, then we shall be entitled to all or any combination of the following remedies:

5.14.1 terminate this Contract for any or all of the Meter(s) under the Contract immediately on written notice to you;

5.14.2 arrange for the Meter(s) to be Disconnected or De-energised immediately (and we shall be entitled to exercise access rights in doing so) and while any breach persists we shall be entitled to Disconnect or De-energise Meter(s) on more than one occasion, together with being entitled to recover from you the costs incurred in such Disconnections or De-energisations;

5.14.3 sell any electricity forward purchased for delivery to any or all of the Meter(s) after the date of the breach on the wholesale market;

5.14.4 recover from you all costs and losses incurred as a result of such breach, including any Mark to Market Loss;

5.14.5 vary the Product Appendix so as to mitigate our risk, including by restricting your right to purchase forward until such time as any breach is remedied;

5.14.6 increase our Charges by a reasonable and proportionate amount (which may include placing you on our Deemed Contract Rates). In determining any such increase, we will give consideration to potential and other increased risks and/or costs to us that may arise as a result of your breach;

5.14.7 bill you on a weekly basis and the invoicing date shall automatically become the weekly anniversary of the date on which we issue a first bill to you and the applicable payment date shall be automatically amended to the date seven (7) days after the applicable payment date;

5.14.8 bill you in advance of your consumption, such bill to be based on our reasonable estimate of your electricity consumption over a full month in advance of the start of the applicable consumption period to which that bill relates. For the avoidance of doubt, we will then have the right to reconcile that bill to your actual consumption of electricity following that consumption period; and

5.14.9 request a Security Deposit to be provided within ten (10) Working Days of such a request.

5.15 The termination of the Contract and/or the termination of the Supply to any Meter shall not affect any rights or obligations which may have accrued to either Party, and/or the DNO prior to the Termination Date.

5.16 We will give you at least thirty (30) days' notice before disconnecting your Supply.

5.17 We must end this Contract immediately if we no longer have the relevant licence to Supply your Property or if OFGEM or any other governmental or regulatory body or authority issues a direction (including a supplier of last resort direction) to another supplier to take over the Supply of your electricity.

#### Fixed Term Contracts

5.18 If you have a Fixed Term Contract:

5.18.1 we will not extend that Fixed Term Contract without your agreement; and,

5.18.2 if you are a Micro Business Consumer, we will send you a statement of renewal terms between 30 and 60 days before the Fixed Term Contract is due to end.

#### 6. Changes to the Contract

6.1 If changes to the Contract are required or necessary because of changes to the Acts, Industry Agreements under which we operate or changes imposed by any governmental or regulatory body or authority (e.g. OFGEM), the changes may come into effect on the day of notification and in such circumstances we will write to advise you of the changes and explain the impact on the Contract. If these changes occur, we may alter these terms, but only to the extent required to reflect any new obligations and/or costs placed upon us.

6.2 If we become aware that your anticipated consumption may exceed 5GWh, we shall be entitled (but not obliged) to vary the Terms and Conditions applicable to the Contract. Such changes may come into effect on the day of

notification and in such circumstances we will write to advise you of the changes and explain the impact on the Contract..

#### 7. Liability

7.1 Subject to the terms of Clause 7.3, if we are responsible for any loss or damage that you suffer arising out of or in connection with the Contract, our liability to you will be a maximum of £100,000 (one hundred thousand pounds) for each event or series of events that causes you loss.

7.2 Subject to the terms of Clause 7.3, we will not be responsible for:

7.2.1 any direct or indirect financial loss or damage, for example loss of profit, income, business, contract or goodwill, or any indirect or consequential losses;

7.2.2 any losses that we could not have reasonably foreseen at the time of entering into the Contract;

7.2.3 any losses suffered as a result of a third party (however this is caused);

7.2.4 any losses that are due to your acts, omissions, negligence or default; or,

7.2.5 any loss due to the action, inaction or default by the DNO, TNO or Service Provider, including the DNO or TNO de-energising any Meter.

7.3 Nothing in the Contract limits our responsibility for death or personal injury caused by our negligence, or for fraud.

7.4 This Clause survives the termination of the Contract.

7.5 Where any of the Industry Agreements requires the DNO and/or the TNO and/or us to do anything which may affect the Supply to the Meter, neither we, nor the DNO and/or the TNO, shall have any liability for any loss or damage suffered by you for complying with that requirement.

#### 8. How we use your personal information

8.1 You acknowledge and agree that we may use the information that you provide to us (or that we receive from any Meter, Smart Meter or any other associated device) and/or may pass it to any third party for the purposes only of:

8.1.1 performing our obligations under the Contract;

8.1.2 offering you other services;

8.1.3 improving the service that we provide to you, including to train our staff;

8.1.4 preventing and detecting debt, fraud including energy theft and loss, this includes but is not limited to us, TRAS and other fraud prevention agencies keeping a record of your information which may include information relating to your property type and energy consumption as well as sensitive personal information including that relating to criminal convictions for the purposes of preventing and identifying energy theft;

8.1.5 creating statistics and analysing customer information (for example, energy used or other similar information);

8.1.6 providing information on our customers if our business is to change ownership;

8.1.7 providing information if we are asked to do so, including where we are required to do so by any law, or governmental or regulatory body, including OFGEM; and,

8.1.8 providing information to energy industry parties in order to investigate and/or facilitate industry related processes and infrastructure.

8.2 You may be able to opt out of your information being used as set out above in some circumstances. Please contact Customer Services by e-mail at [customer.service@energysupply.engie.co.uk](mailto:customer.service@energysupply.engie.co.uk) or call us on 0800 130 3600 to do so, or if you have any questions on how we use your personal information.

8.3 You agree and consent to us instructing and undertaking, prior to or at any time during the Supply Period:

8.3.1 searches at any licensed credit reference agency for publicly held information on your business, or in the case of you being a sole trader or a partner in a non-limited liability partnership, also information held on you personally; and,

8.3.2 searches at any fraud prevention agency for information on your business, or in the case of you being a sole trader or a partner in a non-limited liability partnership, also information held on you personally; and,

8.3.3 searches by any other third parties for the purpose of facilitating our collection of debt due from you under the terms of this Contract.

8.4 You agree that we may obtain information from your previous energy supplier. Similarly, you agree that we may provide information about you to a new energy supplier should you move from us in the future.

8.5 The Parties acknowledge that ENGIE Power Limited is the Data Controller in respect of any personal data that you provide to us in accordance with this Contract. Please refer to our Privacy Policy available at <https://www.engie.co.uk/privacy-policy/> for further details, including how to contact us and your rights. We will always handle your personal data in accordance with the Data Protection Act 2018 and any sensitive personal information will be protected using additional security controls.

## 9. Complaints

9.1 If you wish to make a complaint, please contact Customer Services in the first instance. You can do this in writing, by e-mail or by telephone, the contact details for which are set out in our Website.

9.2 Your complaint will be handled in accordance with our Complaints Process, a copy of which is available at: <https://www.engie.co.uk/energy/customer-area/complaints/>. We can send you a copy of this upon your request.

9.3 Customer Services will do their best to resolve your complaint. Please note that, if you are a Micro Business Consumer and remain unhappy with our resolution of your complaint, or if your complaint has not been resolved within 8 weeks of the date you told us about it, you may refer the matter to the Ombudsman Services. The service is free and independent, and we are bound by their decision. For the avoidance of doubt, You will continue to pay invoices hereunder based on your consumption or our estimate of your consumption during any such period of dispute.

## 10. General Terms

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an Event Outside Our Control.

10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

10.2.1 we will contact you as soon as reasonably practical to notify you; and

10.2.2 our obligations under the Contract will be suspended for the duration of the Event Outside Our Control.

10.3 This Contract and any document referred to in it are the entire agreement between you and us and supersedes all prior agreements between you and us.

10.4 Nothing in the Contract affects your statutory legal rights.

10.5 You must not transfer any of your rights or obligations under the Contract without our prior written consent.

10.6 We can assign, grant security or declare a trust over, or transfer by novation or otherwise, all or any of our rights (including the right to recover unpaid Charges) or interests and liabilities under the Contract, and/or sub-contract any of our obligations under the Contract, in each case without your prior consent.

10.7 If we have not enforced a particular clause, this does not mean that we will not or cannot or have waived the ability or right to take action in the future.

10.8 Communications with you may be recorded for training and quality control purposes. This includes telephone calls, web chat and emails.

10.9 Where you provide us with a valid email address, you agree to receive communications by email and also agree that an e-mail constitutes a written communication for the purposes of the Contract, unless you have notified us of a different preferred method of communication. Written notice sent by First Class post, by hand or by email will be considered delivered one (1) day after it was sent. This will not apply to email if the sender has received a message by return saying that the email has not been delivered.

10.10 If due to our insolvency, a supplier of last resort is required pursuant to the Industry Agreements, we may transfer the Contract (or our future rights and obligations under the Contract) to any entity that has the necessary statutory authorisations, and you agree that with effect from such date of notification, you accept such entity as supplier in substitution for us.

10.11 Subject to the terms of clause 10.4, the rights and remedies provided for by this Contract are exhaustive and exclude and replace all substantive (but not procedural) contractual rights or remedies expressed or implied by law.

10.12 If a court or other governmental or regulatory authority decides that one or more of the terms of the Contract is not valid, all other terms will remain in force.

10.13 Except as provided herein, no third party is entitled to enforce any term of the Contract whether pursuant to Contracts (Rights of Third Parties) Act 1999 or otherwise.

10.14 Where you engage a TPI to act on your behalf;

10.14.1 we will only discuss your Contract with a TPI who exhibits a signed Letter of Authority;

10.14.2 we have the right to assume any signed Letter of Authority has been validly executed by a person with requisite authority to provide such a letter;

10.14.3 where we receive a Letter of Authority, we have the right to assume the TPI has the required authority to act on your behalf in respect of all matters detailed in the Letter of Authority, including where applicable entering into the Contract on your behalf; and,

10.14.4 you acknowledge that in such circumstances:

- (a) you have engaged the TPI to act on your behalf;
- (b) the TPI does not work for us and is not our agent or representative;
- (c) the TPI has the authority to act in accordance with the Letter of Authority;
- (d) you understand that in consideration of introducing you, the sums payable under the Contract may include commission paid to the TPI. If you have any queries pertaining to such commission, please contact your TPI;
- (e) you acknowledge that any subsequent complaint or issue you may have with the TPI should be raised with the TPI directly, and we will not be responsible for reimbursing any sums to you in the event of any such dispute; and,
- (f) this Contract is between you and us.

10.15 The laws of England and Wales, or Scotland (as applicable depending on the location of the Property), apply to the Contract.

## 11. Renewable Energy

11.1 If we agree to supply You with Renewable Energy, the following provisions will apply;

11.1.1 we agree to use reasonable endeavours to supply you with Renewable Energy electricity evidenced by Renewable Energy Guarantees of Origin and/or Guarantees of Origin;

11.1.2 where we are unable to supply such Renewable Energy electricity for any reason whatsoever, we will supply you with non-Renewable Energy electricity in accordance with the Contract;

11.1.3 where there is change to the regime governing Renewable Energy Guarantees of Origin and/or Guarantees of Origin (including abolition or material variation, or material impairment of use, of such guarantees) which prevents us for whatever reason from applying them as intended under this clause 11.1, we will supply you with non-Renewable Energy electricity in accordance with the Contract.

## GLOSSARY

In the Contract, when the following words are used they have the meanings shown below:

“Acts” means Energy Act 1976, Energy Act 2004, Electricity Act 1989 and Utilities Act 2000 and any regulations made thereunder, both as amended or re-enacted from time to time;

**“Additional Services”** means any energy-related services that we agree to supply to you in addition to your Supply;

**“Agent”** means any person appointed by you or us to read, provide and/or maintain your Meter or any metering equipment or as a meter operator, data collector, data aggregator or meter asset provider;

**“BSUoS Charges”** means Balancing Services Use of System Charges;

**“Buy-Out Fund”** means as is set out in the Renewables Obligation Order (but for the avoidance of doubt shall include for the purposes of this Contract any fund established on the same or similar principles as the Buy-Out Fund to hold payments which are made late to the Buy-Out Fund and any fund established to hold payments made to compensate the Buy-Out Fund in respect of payment defaults);

**“Buy-Out Price”** means the amount in £/MWh which suppliers must pay OFGEM towards their Renewable Obligation. This amount is updated annually, subject to indexation in accordance with RPI and is published on OFGEM’s website;

**“Capacity Market”** means the capacity market mechanism introduced pursuant to Schedule 2 of the Energy Act 2013;

**“CFD FIT”** means the Contracts for Difference: Feed in Tariff mechanism introduced pursuant to Schedule 2 of the Energy Act 2013;

**“Charges”** means;

- (a) the Supply Costs;
- (b) the Metering Costs;
- (c) the Transportation Costs;
- (d) the Social & Environmental Policy Costs;
- (e) the Pass Through Costs;
- (f) the Operational Costs, as applicable;
- (g) the Incidental Costs, as applicable; and,
- (h) any other costs due in accordance with the terms of this Contract, as applicable.

**“Contract”** means all of the following: the application for Supply that you completed, the Quotation Document, Principal Terms, these electricity supply terms and conditions, any Product Appendix and any document referred to in any of those documents;

**“Deemed Contract”** means a supply contract entered into in accordance with clause 2.6;

**“Deemed Contract Rates”** means the rates and charges published on the Website, which shall be payable by you where you continue to consume electricity after the Termination Date;

**“Disconnect”** means the permanent electrical disconnection of any structure, switchgear, equipment, line or device used by you at the Meter from the DNO or TNO (including disconnection by remote measures), and **“Disconnection”** shall be construed accordingly;

**“DNO”** means the distribution licence holder (or exempt operator) who owns and/or operates the electricity distribution system through which electricity is conveyed to the Meter where the Meter is not connected directly to the Transmission Network Operator;

**“DUoS Charges”** means Distribution Use of System charges;

**“Event Outside Our Control”** means any act or event beyond our reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks;

**“Fixed Term Contract”** means the period of time when the prices set out in the Quotation Document apply;

**“Fuel Security Code”** means the code applied to help minimise an electricity or gas supply emergency;

**“Guarantees of Origin”** means the certificate(s) issued by relevant authorities in Europe to certify that electricity is Renewable Energy as defined in Directive 2009/28/EC;

**“Incidental Costs”** means such costs that are incurred by us in supplying the electricity or are levied against us including (without limitation) where such costs arise from;

- (a) the imposition, or variation in the rate, of any energy-related tax, levy or duty;
- (b) (i) any imposition, revision, variation, amendment or change in interpretation, of any statute, statutory instrument, regulation, law, directive (**“Legislation”**) or the Industry Agreements; (ii) any new Legislation or new Industry Agreements; or (iii) any decision, direction, order or interpretation of Legislation or the Industry Agreements by the Gas and Electricity Markets Authority or any other relevant regulatory body;
- (c) compliance with the Renewables Obligation including costs levied upon us in respect of defaults of other suppliers in making payments to the Buy-Out Fund;
- (d) us fulfilling our or your obligations, or your failure to comply with your obligations, under any of the Industry Agreements in relation to safety issues or investigations in connection with any Meter;
- (e) circumstances where amounts are payable by us to any Agent, whether appointed by you or by us on your behalf;
- (f) circumstances where charges we incur change or arise due to changes in the Measurement Class;
- (g) you exceeding the maximum supply capacity of a Meter;
- (h) where the Meter(s) are Half-Hourly, changes in the Transmission Loss Factor mechanism, as defined in the Industry Agreements;
- (i) where the Meter(s) are Non-Half Hourly, the cost of installing mandatory half hourly Meters;
- (j) changes to any of your MPAN details;
- (k) inaccurate metering equipment including programming, or due to default by the Agent;
- (l) relevant Elexon charges in accordance with the Industry Agreements;
- (m) the introduction of Feed in Tariffs (or any similar mechanism of whatever name or description);
- (n) circumstances where we incur charges from an Agent in relation to removal, discontinuance or transfer of the Meter;
- (o) circumstances where we incur costs or loss as a consequence of error or omission by DNO or TNO and we are not able to recover such costs or loss from the DNO or TNO; and/or,
- (p) the terms of our Supply Licence on a proportional basis, including, costs incurred in connection with the scheme to assist areas with high electricity distribution costs.

**“Industry Agreements”** means:

- (a) the Master Registration Agreement and Data Transfer Services Agreement (MRA and DTSA);
- (b) the Distribution Connection and Use of System Agreement (DCUSA);
- (c) the Balancing and Settlement Code (BSC);
- (d) the Smart Energy Code (SEC);
- (e) our Supply Licence under section 6(1)(d) of the Electricity Act 1989;
- (f) the Acts; and
- (g) any other code, agreement or legally binding obligation imposed on us, or into which it is, or becomes necessary, for us to enter in order to supply electricity;

**“Letter of Authority”** means a letter, agreement or e-mail documenting your engagement of a TPI;

**“Mark to Market Loss”** means the negative difference between the wholesale market price at the date we purchased the electricity to service your Contract and the wholesale market price on the date we are entitled to sell it back to the wholesale market hereunder, after adding all transaction fees and other costs directly associated with the sell back;

**“Mark to Market Gain”** means the positive difference between the wholesale market price at the date we purchased the electricity to service your Contract and the wholesale market price on the date we are entitled to sell it back to the wholesale market hereunder, after deducting all transaction fees and other costs directly associated with the sell back;

**“Measurement Class C”** shall have the meaning set out in the Industry Agreements;

**“Meter”** means the meters and equipment for measuring and providing information on the electricity you use (including a Smart Meter, as applicable);

**“Metering Costs”** means a component (if any) of the Charges, comprising any charges relating to the installation, provision, rental, reading and maintenance of the Meter or Smart Meter, as applicable, and not paid by you directly to an Agent;

**"Micro Business Consumer"** means a company, partnership or other trading entity supplied or requiring to be supplied with gas or electricity at non-domestic sites which has any or all of the following: (i) an annual consumption of electricity of not more than 100,000 kWh; or (ii) an annual consumption of gas of not more than 293,000 kWh; or (iii) fewer than ten (10) employees (or their full time equivalent) and an annual turnover or annual balance sheet total not exceeding €2m (two million euros);

**"OFGEM"** means the Office of Gas and Electricity Markets, who regulate the gas and electricity markets in Great Britain;

**"Operational Costs"** means costs we incur;

- (a) visiting your Property to disconnect and/or reconnect your Supply;
- (b) recovering money you owe us. This may include administration costs and the costs of visiting your Property or obtaining a warrant of entry and any third party charges incurred by us in collecting any money owed to us such as those of a debt collection agency;
- (c) as a result of any electricity being used which has not been charged for, due to interference with a Meter;
- (d) if you fail to respond to our attempts to contact you and we have to visit your Property;
- (e) as administration costs arising from payment failures, such as a returned cheque or cancelled direct debits;
- (f) if we have agreed to fit a Smart Meter and the Property is unsuitable for the necessary equipment, including additional Meter reading charges;
- (g) if you ask us to upgrade your Supply arrangements or if we are required to do so;
- (h) if you fail to give us at least two hours' notice that you need to rearrange a scheduled appointment at the Property or if you fail to attend a scheduled appointment at the Property. If you do not provide the required notice or fail to attend a scheduled appointment, we may charge you a cancellation fee of up to £40. If you need to re-arrange or cancel any scheduled appointment, please contact our customer service team on 0800 130 3600;
- (i) for half hourly Meters, the cost incurred to read the meter manually during periods when communications are faulty; and/or
- (j) to repair, replace or reprogram your Meter, including as a result of damage or interference.

**"Pass Through Costs"** means the following costs if specified as **"Pass Through"** in the Quotation Document, and which will be billed as follows;

- (a) if TNUoS Charges, payment will be in equal staged payments up to and including March of each year of this Contract (based on forecast demand during times of peak system demand);
- (b) if BSUoS Charges, they shall be billed based on the current annual estimate of charges recovered from us by the TNO;
- (c) If Renewables Obligation, it will be charged to and recovered from you on the following basis:-
  - (i) where the Renewables Obligation is included in the Unit Rate, it will be determined by us and a Charge made to you based on our forecast of the Renewables Obligation Level and Buy-Out Price for each obligation period within the Supply Period. Where required, an adjustment will be made by us and applied in the relevant bills to reflect the difference between our forecast of the Renewables Obligation Level and the actual Renewables Obligation Level and/or our forecast of the Buy-Out Price and the actual Buy-Out Price for an obligation period within the Supply Period; or
  - (ii) where the Renewables Obligation is not included in the Unit Rate, a Charge to you will be added to each bill to reflect the actual Renewables Obligation Level and Buy-Out Price for the relevant obligation period within the Supply Period.
- (d) if CFD FIT, it will be charged to and recovered from you on each bill based on our forecast of the estimated impact of the implementation and existence of the CFD FIT scheme in respect of your Supply; and,
- (e) if Capacity Market charges, they will be charged to and recovered from you on each bill based on our forecast of the estimated impact of the implementation and existence of the Capacity Market scheme in respect of your Supply-provided that if an alternative payment structure for Capacity Market, or an equivalent mechanism or scheme thereto, is implemented, this will be charged to and recovered from you on each bill.

**"Principal Terms"** means the summary of terms provided to you in advance of the start date of this Contract;

**"Product Appendix"** means the appendix detailing the product type, and purchasing and sell back mechanism, and forming part of the Contract;

**"Property"** means the address that you have requested we Supply or that we Supply in accordance with Clause 2;

**"Quotation Document"** means the final signed quotation document detailing the Meter details and Charges and forming part of the Contract;

**"Reconciliation Invoice"** means an invoice that includes an item or items debiting or crediting your account as a result of a calculation by us of the difference between (i) the Charges which ought to have been levied, and (ii) the actual Charges that were levied in relation to the Supply Period; for the avoidance of doubt, the period applicable for Reconciliation Invoices payable by Micro Business Consumers shall not exceed the 12 months preceding the date of such reconciliation;

**"Related Entity"** means (i) a subsidiary of you or a holding company of you or any subsidiary of that holding company, as such terms are defined in the Companies Acts 2006, (ii) where you and a proposed new tenant or occupant of the Property have an individual with authority, director, company secretary or an individual or entity with Control in common, where, "Control" is defined as the ability to control or direct, directly or indirectly, the board, executive body, decision making process or management of an entity by virtue of ownership, right of appointment, right to control or election or appointment, or voting rights, (iii) an individual with authority, director, company secretary or entity/individual with Control in relation to a proposed new tenant or occupant is a family member of an individual with authority, director, company secretary or an individual or entity with Control, in you, or (iv) a proposed new tenant or occupant otherwise has an identifiable relationship with you;

**"Renewable Energy"** means electricity generated from "eligible renewable electricity sources" as set out in and defined from time to time in the Renewables Obligation Order.

**"Renewable Energy Guarantees of Origin"** means the certificate(s) issued by Ofgem in accordance with the Renewable Energy Guarantees of Origin scheme operated in Great Britain to certify that electricity is Renewable Energy as defined in Directive 2009/28/EC;

**"Renewables Obligation"** means the obligation, set out in the Renewables Obligation Order, on suppliers in the United Kingdom to ensure a growing proportion of their electricity sales are from eligible renewable sources of electricity;

**"Renewables Obligation Level"** means for each obligation period (as defined in the Renewables Obligation Order) the level of Renewables Obligation determined by the Secretary of State for the obligation period and published on OFGEM's website;

**"Renewables Obligation Order"** means the Renewables Obligation Order 2009 (SI 2009/785) and the Renewables Obligation Order (Scotland) 2009 (SSI 2009/140) as these are amended, restated, re-enacted and/or replaced from time to time;

**"Security Deposit"** means either (i) an amount of money that we may ask you to pay to us and that we will hold in relation to your Supply, or (ii) a parent company guarantee or a letter of credit from a financial institution, in both cases in such form acceptable to us;

**"Smart Meter"** means a Meter we can read remotely to measure how much electricity you are using, without having to visit your Property, including the communications hub and ancillary equipment serving same;

**"Social & Environmental Policy Costs"** means the following costs;

- (a) Renewable Obligation;
- (b) Capacity Market;
- (c) CFD FIT; and/or,
- (d) FIT;

**"Supply"** means providing at the Property a supply of electricity that you use completely or mainly for non-domestic purposes (and Supplying/Supplied will be construed accordingly);

**"Supply Costs"** means the cost, charge, amount or value at any given time, of each of the following items; (i) wholesale energy costs, (ii) shape costs, (iii) DUoS Charges (iv) imbalance charges, (v) Elexon charges, (vi) management or administration fee, (vii) cash flow costs, (viii) transmission losses, and (ix) any other items which impact on, or affect, the cost of the supply of electricity to you as set out in the Quotation Document;

**"Supply Period"** means for a Meter, the period between the start of Supply under this Contract and the Termination Date;

**"Termination Date"** means either (a) the end date as set out in the Quotation Document; or (b) such earlier date where the Contract is terminated in accordance with the Contract;

**"Termination Sum"** means a lump sum amount equal to up to 25% of the Contract value for the remainder of your Fixed Term Contract;

**"TNUoS Charges"** means the Transmission Network Use of System Charges;

**"TPI"** means a third party intermediary, broker, agent or other party with whom you have engaged to source or manage your energy supply and/or this Contract;

**"TNO"** means National Grid Electricity Transmission plc (or its successor as national electricity transmission system operator for Great Britain);

**"Transportation Costs"** means a component of the Charges, comprising those charges payable to the TNO and/or DNO for the use of their networks as applicable from time to time under the Industry Agreements, including those charges more specifically referred to as "DUoS" and "TNUoS" and specified as "Included in the Unit Rate", "Fixed" or "Pass-Through" in the Quotation Document or as otherwise notified to you as payable during the Contract from time to time;

**"TRAS"** means the Theft Risk Assessment Service;

**"Unit Rate"** means as set out in the Quotation Document;

**"Website"** means our website at [www.engie.co.uk/business/](http://www.engie.co.uk/business/) or such other address as we notify you of in writing, and in each case as updated or amended from time to time;

**"Working Day"** means any day other than a Saturday, Sunday or a public holiday in England and Wales.