

DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions the following terms have the following meanings:

“Actual Unit Price” the price per kwh of Gas/electricity payable by the Client.

“Additional Charges” any and all payments and charges other than Gas/electricity Charges payable by the Client to us, including but not limited to non-commodity charges and any additional goods or services, connection, equipment, standing charges, late payment charges, taxes, transmission costs and half hourly charges.

“Additional Period” each 24-month period following the expiry of the Initial Period (or where a Contract is terminated part way through such a 24-month period, the period until the date of termination).

“Advance Payments” in respect of each Monthly Budget Plan during the Term, our estimate of the Gas/electricity Charges (as estimated from time to time) and any Additional Charges plus any Tax thereon that will be payable by the Client for that month.

“Annual Consumption Charge” our estimate of the number of KWH of Gas/electricity which you will use over any 12-month period.

“Billing Period” in respect of a Gas/electricity Bill, the period of time to which the Gas/electricity Bill relates including any sums falling due prior to the commencement date which the client remains liable for.

“Client” the company, legal entity, or person(s) identified as the client in the Contract.

“Commencement Date” the date that the Client signs the Contract or, at our election, the 1st of the month following the Client signing the Contract.

“Conditions” these standard terms and conditions.

“Contract” these Conditions together with the Contract signed by the Client.

“Equipment” any equipment whatsoever used to transport, measure, deliver and control Gas/electricity.

“Fixed Unit Price” the price per kwh of Gas/electricity payable by the Client to us in respect of the Gas/electricity Charges and the provision of the Services as specified in the Contract as may be amended in each Additional Period in accordance with these Conditions.

“Gas/electricity Bill” a bill submitted by us to the Client for Gas/electricity Charges during the Term.

“Gas/electricity Charges” any and all charges paid and/or payable by the Client to us in respect of the Client’s use of gas/electricity at the Premises (including any connection, equipment, or Additional charges).

“Monthly Budget Plan” our estimate of the Gas/ electricity and other charges which will be consumed by you over the course of any 12-month period.

“One Energy” is a trading style of Adrian Francis Associates Ltd, Morris Management Ltd, MHAF Management Ltd, BF Management Ltd, Churchfields (Cheshire) Ltd. Your welcome letter will identify the Company providing the Services and any reference to “we” in these terms and conditions of service shall mean the Company identified in your Welcome Letter.

“Out of Contract Rate” the rate charged by us in the absence of a formal term agreement with the Client.

“Premises” the premises identified in the Contract.

“Rebate” any and all rebates in respect of the overpayment of Gas/electricity Charges (including any Taxes) by the Client in respect of the supply of Gas/electricity to the Premises, whether occurring before the Commencement Date or during the Term.

“Services” the services set out in clauses 3.1 and 5 and any other services agreed to be provided by us to the Client under the Contract.

“Tax” any and all applicable taxes, charges, duties, and levies (including United Kingdom Value Added Tax) calculated at the rate and in the manner prescribed by law from time to time.

“Term” the period from the Commencement Date until the lawful termination of the Contract in accordance with these Conditions.

“Termination Charges” the Client shall pay, at our election, either:

The Annual Consumption Charge multiplied by the price per KWH at the date of termination, plus any Additional Charges due and further multiplied by 30% (being our anticipated profit margin), divided by 365 and further multiplied by the remaining number of days left in relation to the Term; or

The price per KWH of the Gas/electricity which the client must pay under the Contract plus any Additional Charges due less the price per KWH charged to us by any supplier. The aforesaid price per KWH shall be multiplied by the Annual Consumption Charge divided by 365 and further multiplied by the remaining number of days left in relation to the Term.

“Us/We/Our” the Company identified in your Welcome Letter trading as “One Energy”.

“Variable Unit Price” the price per KWH of Gas/electricity payable by the Client to us in respect of the Gas/Electricity Charges and the provision of the Services as specified in the Contract and as revised by us from time to time in accordance with these Conditions.

1.2 Headings are included for convenience only and shall not affect the construction or interpretation of these Conditions. The words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context.

2 APPOINTMENT

2.1 Upon the Client signing the Contract we shall be at liberty to reject the Client within a period of 14 days.

2.2 Subject to 2.1 the Client appoints us as its exclusive provider of the Services and Client shall not during the Term itself (or through any third party) carry out any activity or services which are the same as or similar to the Services.

2.3 Client shall not during the Term or prior to the date of the notice served in accordance with clause 11.2, whichever is the earlier, commence negotiations with any third party to provide services that are the same as or similar to the Services; and any failure to comply with this clause 2 shall be deemed to be a material breach of these Conditions which is only capable of remedy through the payment of damages to us and which may, at our election, lead to us bringing the Contract to an end.

2.4 The Client may not cancel or vary any Contract without our express written consent. We reserve the right to charge the Client reasonable cancellation charges in the event of such cancellation.

2.5 Save as expressly provided in the Contract, no variation of or amendment to the Contract shall be effective unless made in writing and signed by us.

2.6 For the avoidance of doubt, we provide ancillary services relating to the supply of Gas/electricity and we do not act as a Gas/electricity transporter, Gas/electricity supplier or Gas/electricity shipper. Our relationship with the Client is that of independent contractor and except as expressly provided in the Contract nothing in these Conditions creates a relationship of employer and employee, principal and agent or partnership between us and the Client.

3 SERVICES

3.1 In consideration of the Client paying the Gas/electricity Charges and Additional Charges and subject to the Client's compliance with Clause 4, from time to time during the Term we shall use commercially reasonable endeavors to:

3.1.1 identify, and when we deem appropriate, alternative Gas/electricity Suppliers in respect of the Premises.

3.1.2 negotiate, as and when we deem appropriate, the Gas/electricity Charges and any alternative Gas/electricity Supply Contracts on behalf of the Client.

3.1.3 sign and enter into alternative Gas/electricity Supply Contracts referred to in clause

3.1.4 on the Client's behalf and/or our name or the Client's name.

3.1.5 notify the Client of any emergencies notified to it by a Gas/Electricity Supplier in respect of the Premises or notify the relevant Gas/electricity Supplier of any emergencies notified to it by the Client in respect of the Premises (but for the avoidance of doubt we shall not be responsible for the management of any emergency for or on behalf of the Client).

3.1.6 arrange for any Gas/electricity Bills or other communications which are sent by the Gas/electricity Supplier to the Client to be sent to us by email info@one-energy.co.uk or by post to our address.

3.1.7 liaise with the Gas/electricity Supplier and deal with any administration in respect of any Gas/electricity Bills for and on behalf of the Client; and

3.1.8 arrange for payment of any Gas/electricity Charges under any Gas/electricity Bills for and on behalf of the Client in accordance with clause 5 (but for the avoidance of doubt the Client shall remain primarily liable for and responsible for paying any Gas/electricity Charges).

3.2 Client consents to us:

3.2.1 identifying, calculating, negotiating, and agreeing the payment of Rebates with the relevant Gas/Electricity Supplier or third party on behalf of the Client in the Client's name.

3.2.2 receive payment of Rebates (whether by payment in cash or credit) on the Client's behalf and in the Client's name; and

3.2.3 retain such Rebate(s) and/or transferring such Rebates to us.

3.3 Any time or date for the performance of the Services or any of its obligations given by us is given in good faith but is an estimate only and therefore time will not be of the essence.

3.4 You authorise us to enter into contracts with energy providers for the supply of Gas/electricity to your property.

4 CLIENT'S OBLIGATIONS

4.1 Promptly following the Commencement Date and from time to time during the Term as we request, the Client shall (and shall procure that any relevant third parties shall) provide us and its representatives with full cooperation including but not limited to providing, and as appropriate, submitting:

4.1.1 copies of its previous and existing Gas/Electricity Supply Contracts.

4.1.2 details of its previous and current Meter Readings.

4.1.3 details of any Gas/Electricity Charges paid by the Client (including copies of any relevant invoices and receipts); and

4.1.4 forms or letters of authority entitling us to engage with Suppliers, access any Supplier portals (including providing username and password), access to such of its information, records, systems, facilities, premises (including the Premises), Equipment and staff as we may reasonably require for the purpose of providing the Services.

4.2 Client shall (and shall procure that any relevant third parties shall) promptly sign and execute such document(s) (including change of tenancy documents) and do all acts as we and our representatives may reasonably require, including upgrading meters, for the purpose of providing the Services from time to time, including to confirm to any Gas/electricity Suppliers or any third parties that they are authorised to:

4.2.1 request and receive information and documentation regarding the Client and the Client's previous and existing Gas/electricity Supply Contracts.

4.2.2 negotiate, agree, and manage the administration of any Gas/electricity Supply Contracts on behalf of the Client.

4.2.3 negotiate, agree, and receive payment of Rebates.

5 PAYMENT OF GAS/ELECTRICITY BILLS

5.1 We may invoice the Client for the Advance Payments and Additional Charges monthly in advance or at our election, in arrears. We may increase the Advance Payments or payments in arrears and Additional Charges at any time upon written notice.

5.2 Following receipt of a Gas/Electricity Bill:

5.2.1 We shall calculate the Gas/Electricity Usage, Actual Unit Price, Gas/Electricity Charges, Additional Charges and Tax on each of those items for the relevant Billing Period and the Client shall make payment to us of such sums without deduction or set off.

5.3 We may allocate any credits given to the Client by a Gas/electricity Supplier against any Gas/electricity Bills as we deem appropriate.

5.4 We shall provide the Client with a statement showing the Gas/electricity Usage, Gas/Electricity Charges, Additional Charges and Tax on each of those items for the relevant Billing Period and should the Client be indebted to us, the Client shall pay such sum due to us within 10 days without deduction or set off.

6 PAYMENT FOR SERVICES

6.1 We shall charge the Client for our services and the Client shall pay us for our invoiced services.

6.2 Unless expressly provided otherwise in the Contract, we may invoice the Client for any sums due under the Contract.

6.3 Unless otherwise expressly agreed between the parties in writing, all sums due under the Contract shall be paid in pounds sterling by direct debit. The Client shall complete and sign a direct debit form in conjunction with the Contract as requested by us from time to time. The Client authorises us to alter the Client's direct debit instructions according to the actual amounts invoiced under the Contract.

6.4 We may adjust the date of invoice for any Advance Payments and/or any other sums due under the Contract to coincide with its billing cycles from time to time.

6.5 Client shall pay all invoices in full and without any deduction or set off (whether in relation to such invoice or otherwise) within the timescales specified in the relevant invoice or, if not so specified, within 10 days of the date of our invoice. Time of payment shall be of the essence.

6.6 All sums payable under the Contract are exclusive of Tax, which shall be invoiced in addition at the rate and in the manner prescribed by law from time to time.

6.7 If full payment is not received by us by the due date for any reason (including by reason of failure of any direct debit payment due to insufficient funds or cancellation for any other reason), this may be deemed to be and regarded as a material breach and, without prejudice to its other rights we may:

- 6.7.1** charge the Client an additional fee of £100 in respect of our additional administrative costs and expenses in connection with pursuing that payment; and/or
- 6.7.2** sue for the outstanding amount; and/or
- 6.7.3** terminate the Contract and charge the Termination Charges; and/or
- 6.7.4** charge interest on the outstanding amount (both before and after any judgment) accruing on a daily basis and compounded monthly at the rate of 5% over the base lending rate from time to time of the Royal Bank of Scotland plc; and/or
- 6.7.5** suspend the provision of any and/or all Services; and/or
- 6.7.6** continue to supply any and/or all Services but apply a Deemed Rate to the outstanding amount and any sums accrued thereafter.

7 REVIEW OF PRICING

7.1 The Fixed Unit Price and Variable Price are based on what has been agreed on the Commencement Date or has been subsequently agreed with us and we reserve the right to change the same at any time if:

- 7.1.1** the Client moves, adds, or removes Premises.
- 7.1.2** Client changes its payment method.
- 7.1.3** the information used to calculate the Fixed Unit Price and Variable Price is found to be incorrect; or
- 7.1.4** there is a change in taxation or government levies or a change in wholesale energy prices which affects or applies to the supply of energy.
- 7.1.5** Client changes / amends its business name, but the Client remains within the Premises or part of the Premises.

7.2 Save as specified above, we may change the Variable Unit Price at any time and for any reason. We reserve the right at our sole discretion to review and change the Fixed Unit Price before or during each Additional Period.

7.3 We may change the Variable Unit Price at any time and for any reason (including to reflect increases in our direct and indirect costs) on 7 days' written notice.

7.4 We shall periodically supply to the Client details of the then current Variable Unit Price together or as a pricing reconciliation (such information to be sent not less than once every 24 months).

8 CONFIDENTIALITY

8.1 Each party shall:

- 8.1.1** keep the other's Information confidential.
- 8.1.2** not divulge the other's Information to any third party without the other's written consent (and shall procure that any such third party is aware of and complies with these obligations of confidentiality).
- 8.1.3** use the other's Information only for the purposes of a Contract.

8.2 The provisions of clause 8.1 shall not apply to any Information that the receiving party can show:

8.2.1 is in the public domain in substantially the same combination as that in which it was disclosed to the receiving party other than as a result of a breach of a Contract or any other obligations of confidentiality.

8.2.2 is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto.

8.2.3 is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required);

or

8.2.4 was developed independently of and without reference to confidential information disclosed by the otherparty.

8.3 During the term of a Contract, we may use the Client's name as a reference or in any advertising or promotional materials, press release, tender, proposal, speech, article, or other similar material without the prior written consent of Client. The client may withdraw such consent at any time upon reasonable written notice to us.

9 WARRANTIES

9.1 Client warrants and represents to us (and it is a condition of a Contract) that it has full capacity and authority and all necessary consents to enter into and to perform its obligations under a Contract.

9.2 We warrant that the Services will be performed with reasonable skill and care providing that you do not interfere with our delivery of the Services by breaching this Contract.

9.3 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.

10 LIABILITY

10.1 Save as provided in clause 10.3:

10.1.1 Our total aggregate liability in respect of all causes of action arising out of or in connection with a Contract (whether in contract, tort (including negligence), misrepresentation or otherwise) shall not exceed the sum of £10,000.00.

10.1.2 We shall not be liable for any claim to the extent that the claim relates to loss of profits, goodwill, anticipated savings, business opportunity, data or use of data, injury to reputation, third party losses or indirect, consequential or special loss or damage regardless of the form of action, whether in contract, strict liability or tort (including negligence) and regardless of whether we knew or had reason to know of the possibility of the loss, injury or damage in question.

10.2 We shall not be liable for any failure or delay in the performance of any of its obligations under a Contract due to:

10.2.1 any failure of the Client, any Gas/electricity Supplier, or any Equipment; or

10.2.2 any fire, explosion, flood, lightning, Act of God, act of terrorism, war, rebellion, riot, sabotage or official strike or similar labour disputes; or

10.2.3 any events or circumstances outside our reasonable control.

and we shall be allowed a reasonable extension of time for the performance of its obligations.

10.3 Nothing in a Contract shall limit or exclude our liability for:

10.3.1 death or personal injury resulting from negligence.

10.3.2 fraud or fraudulent misrepresentation; or

10.3.3 any other liability the exclusion or limitation of which is not permitted by English law.

10.4 Client will fully indemnify and hold us harmless from and against any and all losses, damages, claims, costs, and expenses (including legal expenses) suffered or incurred by or awarded against us as a result of or in connection with:

10.4.1 the condition or use of any Equipment.

10.4.2 the negligence of the Client or its servants or agents; or

10.4.3 any breach by Client of any Contract.

11 TERM AND TERMINATION

11.1 The Contract shall commence on the Commencement Date and shall continue for the Initial Period and thereafter for subsequent Additional Periods unless and until it is terminated in accordance with these Conditions.

11.2 Either party may terminate the Contract on 90 days' prior written notice provided always that such notice is received not more than 120 days or less than 90 days before the expiry of the Initial Period or Additional Period.

11.3 Either party may terminate a Contract at any time immediately upon written notice to the other if:

11.3.1 the other commits a material breach of the Contract and, where the breach is capable of remedy, has failed to remedy such breach within 30 days of written notice requiring remediation: or

11.3.2 the other makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts (within the meaning of section 123 of The Insolvency Act 1986) for a continuous period of more than 30 days or otherwise becomes insolvent or suffers or is the subject of any distraint, execution, event of insolvency or event of bankruptcy or any other similar process or event, whether in the United Kingdom or otherwise.

11.4 We may terminate a Contract at any time immediately upon written notice to the Client if the Client disposes of or vacates the Premises if the Premises are unoccupied for more than 90 days or if there is a change of control of the Client.

11.5 In the event that we are entitled to terminate the Contract under clauses 11.3 and 11.4 then without prejudice to our right to terminate the Contract we may elect to suspend a Contract.

11.6 We may at any time reduce or extend the Contract Term by a maximum of 6 months in circumstances where the Client has provided written notice to terminate any Contract.

12 POST-TERMINATION

12.1 Save as provided below, each party's rights, liabilities and obligations under a Contract shall cease upon its expiry or termination.

12.2 Each party's accrued rights, liabilities and obligations and the rights, liabilities and obligations of each party that are expressly or by implication intended to come into force upon or, remain in force following, the termination of a Contract (including under clauses 6, 8, 10, 12 and 13) shall survive any termination of a Contract.

12.3 On termination of a Contract for any reason except for termination of this Contract by the Client under clause 11.3, we may invoice the Client and the Client shall immediately pay the Termination Charges. The provisions of clause 6 shall remain in force following the termination of a Contract until full payment of such invoice has been received by us.

12.4 On termination of a Contract for any reason:

12.4.1 all amounts due to us under the Contract shall become immediately due and payable.

12.4.2 We may set off any Advance Payments held by us on behalf of the Client that have not been paid to a Gas/electricity Supplier against any amounts due to us under a Contract, and thereafter will refund any outstanding balance of those Advance Payments to Client.

13 GENERAL

13.1 Client may not assign, transfer, sub-contract, sub-licence or otherwise dispose of the whole or any part of a Contract without our prior written consent. We may assign, transfer, sub-contract, sub-licence or otherwise dispose of the whole or any part of a Contract without Client's prior consent.

13.2 All notices given by us shall be given in writing and sent by post. All notices given by the Client shall be given in writing and sent by recorded post to our Registered Office.

13.3 Neither party's failure to enforce or rely on or delay in enforcing or relying on any right will prevent that party from later enforcing or relying upon that or any other right and shall not constitute or be construed as a waiver of such right.

13.4 If a court or other regulatory body finds that any part of a Contract is invalid or unenforceable, the remainder of the Contract shall not be affected and shall be construed as if such invalid or unenforceable part did not exist.

13.5 The remedies available to the parties under a Contract shall not limit or exclude any other rights that either party may have against the other.

13.6 A Contract contains all the terms agreed by the parties relating to its subject matter and supersedes any prior agreements, understandings, or arrangements between them, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to the Contract except as set out in the Contract. Each party acknowledges and accepts that, in entering the Contract, it has not relied upon any representation, undertaking or promise except as set out herein.

13.7 Nothing in a Contract shall confer any right or benefit upon any person who is not a party to it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

13.8 Each Contract (and any associated non- contractual claims or disputes) between us and the Client shall be given and construed in accordance with English law. The Client submits to the jurisdiction of the English courts, but we may enforce any judgement in any court of competent jurisdiction.