



Standard Terms and Conditions

Supply of Electricity and/or Gas to business customers and premises.

Applicable from January 2017
(Version 5.0)



We (PFP Energy Limited – 8994981 and PFP Energy Supplies Ltd 9135694) and you (the customer identified in the signed agreement) have agreed to enter in to a contract for the supply of gas, electricity or both. These standard terms apply in addition to the contract option, these together make up the full contract.

1. Definitions

- **EAC** means the Estimated Annual Consumption of electricity in kWh
- **Act(s)** means the Gas Act 1986 for the supply of gas and the Electricity Act 1989 for the supply of electricity;
- **Agent** means a data collector, meter reader, meter asset maintainer, data aggregator, meter asset provider, and/or a meter operator (as relevant), together with any other third party appointed to act for or on behalf of one of us;
- **Agreement** means the agreement between you and us and includes these general terms and the contract option;
- **AQ** means the annual quantity of gas in Therms as determined by the relevant transporter;
- **Authority** means the Gas and Electricity Markets Authority (GEMA) or Ofgem as appropriate;
- **Automatic meter reading device (AMR)** means a data logging device for connection to a meter or a communications capable (or 'smart') meter capable of functioning as a data hub for wireless communication of usage to a remote recipient;
- **Balancing transaction** means any trade by the transporter to balance the supply network;
- **Business day(s)** means any day on which the clearing banks in the City of London are open;
- **Charges** means the amount payable for the supply as shown in or calculated in accordance with the contract option and these general terms;
- **CHP** means co-generation, being the process of capturing and then using the heat produced by generating electricity;
- **CCL** means climate change levy, the tax that commercial and industrial customers must pay for using gas or electricity (or both) as set out in Schedule 6 of the Finance Act 2000;
- **Contract option** means the document containing your business details and details of the product, which you sign to indicate your acceptance of the agreement;
- **Data aggregator** means a third party who receives information from the data collector and the meter operator and aggregates it for the purpose of enabling suppliers to agree the volume of electricity supplied;
- **Data collector** or "meter reader" means a third party who collects data from the meter;
- **Deemed contract** means a contract for the supply of gas, electricity or both which is imposed by the act(s) where we have never expressly entered into a contract with you (i.e. a contract is entered into 'otherwise than in pursuance of a contract');
- **Deemed contract rates** means the rates and charges that we publish and which we update from time to time that are deemed to apply to any meter where a deemed contract arises in accordance with the act;
- **De-energise** means to stop the flow of electricity from a meter;
- **De-Minimis limit** means the set consumption level, per kWh, that enables a supplier to consider customers to be of 'domestic use' and therefore be eligible for reduced VAT for electricity or gas supplied (the currently applicable lower tax rate is 5%)
- **Delivered volume** means the volume of gas, electricity or both that we deliver to you at your site(s);
- **Delivery shortfall** means the difference between the minimum consumption less the total delivered volume for the supply period;
- **Disconnect** means removing the supply to a meter (which may include the removal of a meter);
- **End date** means the date on which supply will stop: (i) as shown in the contract option, being the latest 'end date' listed for the site(s); or (ii) in the case of an extended supply period, on the revised latest end date that is shown on a subsequent contract option; or (iii) in the case of a deemed contract, on the date that you enter into a formal supply agreement with us, or transfer to an alternative supplier, or that the supply to the site(s) is disconnected;
- **End notice** has the meaning set out in clause 3 below;
- **Equipment** means any part of the meter installation, including the meter, data loggers, mains, pipes, telecommunications or other equipment provided for the purpose of supplying and ascertaining the quantity of supply;
- **Force majeure event** as described in clause 15 of this document
- **Isolate(d)** or "Isolation" means where no gas can flow directly or indirectly from the transporter's network;
- **Maximum consumption** means the maximum amount of gas, electricity or both that we will be required to supply to the site(s) in any period as specified in the contract option;
- **Meter** means the equipment measuring the amount of gas or electricity you use at a site(s);
- **Meter asset maintainer (MAM)** means a third party who manages the performance and safety of a meter during its lifecycle;
- **Meter asset provider (MAP)** means the third party who is a provider of metering services (supplying meters and associated equipment) for the MAM to install
- **Meter number** means the unique meter reference number assigned by the transporter to each meter, being an MPRN for a gas meter and an MPAN for an electricity meter;
- **Meter Operator** means a meter asset maintainer and/or meter asset provider;
- **Microbusiness customer** means a customer:
 - i. Consuming less than 293,071 kWh's of gas a year or less than 100,000 kWh/yr of electricity; or
 - ii. Having fewer than ten (10) employees and having an annual turnover or annual balance sheet total of less than two million Euros (€2,000,000);
- **Minimum Consumption** means the minimum amount of gas, electricity or both that we will supply to you in any period as specified in the contract option;



- **New connections** means the provision of infrastructure to connect your site(s) to a transporter's network;
- **Out of contract rate** means the rate which we charge customers for supply when they have not transferred supplier even though they have ended their agreement with us in accordance its provisions;
- **Price** means the charges and any other amounts which we have the right to include in an invoice (without deduction or set off) together with any VAT and/or CCL payable;
- **Retail prices index** means the measure of inflation published each month by the Office for National Statistics, which measures the change in the cost of a basket of retail goods and services in the United Kingdom;
- **Renewable energy** means energy generated from renewable electricity sources that is exempt from CCL in accordance with paragraph 19 of Schedule 6 of the Finance Act 2000
- **Renewal price** means the price that we quote to you for supply for a subsequent supply period;
- **Settlement period** has the meaning given to it in the Balancing and Settlement Code, being a period of 30 minutes beginning on the hour or the half-hour;
- **Site(s)** means the premises and/or property we supply to as detailed in the contract option;
- **Start date** means: (i) the earliest 'start date' shown in the contract option as 'start date' or the earliest date on which we become registered as the supplier for your site(s), whichever is the later; or (ii) for a deemed contract, the date on which we become registered as the supplier;
- **Supplier of last resort** means a licensed supplier appointed by the authority under a last resort direction made under the act(s);
- **Supply** means the supply to you of gas, electricity or both as identified in the contract;
- **Supply period** means the period from the start date to the end date;
- **System average price** means the average price of all transactions carried out in respect of a day;
- **System buy price** means: For the supply of gas, the higher of:
 - i. The system average price (plus 0.0379 p/kWh), and;
 - ii. The highest balancing transaction made by the transporter(s) in the relevant period and;
 - iii. For the supply of electricity, has the meaning given to it in the Balancing and Settlement Code, being the weighted average of accepted offers in a settlement period;
- **Transporter** means the owner of the relevant transportation system, distribution system or transmission system; and
- **VAT** means value added tax as described in the Value Added Tax Act 1994.

1. The Agreement

- 1.1 The Parties' obligations are conditional upon:
- You having properly given notice of termination to your previous Supplier where required to do so
 - You having returned to us a duly completed direct debit mandate form (if applicable);
 - You successfully passing our credit check process and if requested provided us with a deposit, bond or other form of

security

- Us being an electricity supplier licensed under sections 6 and 7 of the Act
- Us being a licensed gas supplier
- Us having entered into use of system agreements for each Supply Point;
- For each Supply Point each appropriate Agency Service having a confirmed Registration;
- Us having a confirmed Registration as Supplier for each Supply Point
- The Metering Equipment at the Supply Point not comprising a pre-payment meter

2. Contract Start & terms:

2.1 We agree to provide gas or electricity (or both) at your sites under the Terms and Conditions of this contract. You agree to take the gas or electricity (or both) we supply, under the Terms and Conditions of this contract.

2.2 Your contract for any site will start with us as soon as we agree (including over the phone or online) the contract details for that site.

2.3 You will still have a deemed contract with us if we already supply the site, even if you do not agree contract details, and:

- (a) You move in and gas or electricity (or both) is available at that site;
- (b) Your tenants move out of the site;
- (c) You take or have responsibility for the site; or
- (d) A contract is treated as existing between us for any other reason.

2.4 You will also have a deemed contract with us if:

- (a) Your supply has been accidentally transferred to us by mistake; or
- (b) Ofgem has appointed us as your supplier for whatever reason and you have not agreed an energy plan with us.

2.5 We will work out our charges for any deemed contract in line with clause 2.3 until you and we agree contract details for that site. If you are on a deemed contract, you should contact us so we can agree contract details for the site as you may be paying more than you need to. During such time as you being supplied on a deemed contract you are within your rights to switch away from PFP Energy.

2.6 You agree that we may check your credit score before this contract starts, before the start of a Fixed Price Energy Plan or variable price plan and at other times during this contract. If we have already agreed with you that we will supply any site with gas or electricity (or both) but we are not happy with your credit score, we will tell you. In these circumstances:

- (a) We may ask you to pay a security deposit or provide a guarantee or another form of security as described in clause 8.9 below; or
- (b) We may, if we do not already supply the site, choose not to take over the supply at your site for any reason (including if you do not pay the security deposit or provide other security we ask for). We may also stop any registration processes to transfer your supply to us (in which case this contract will end immediately for that site and the site will stay with its previous supplier).





2.7 If we do not already supply a site when we agree this contract, and where you want to start your supply as soon as possible, we will aim to complete the transfer of your supply within 21 days from the day we agree the contract details with you. We will tell you the precise supply start date when we know it. If we have specifically agreed with you a cancellation period, the 21-day transfer period starts on the earlier of:

- (a) The day on which the cancellation period ends; or
- (b) The day we agree with you that the transfer may proceed during the cancellation period.

2.8 The 21-day transfer period may not apply in the following circumstances:

(a) You do not want your supply to start as soon as possible and you have given a later date (more than 21 days after the day we agree the contract details with you) on which you want your supply to start.

(b) Your old supplier objects to us transferring the supply.

(c) We do not have all the information we need from you to take over the supply and:

(i) We have taken reasonable steps to ask you for the information and you have not provided it or the information you have provided is incorrect; and

(ii) We cannot easily get that information from any other source

(d) You are connected to a private gas or electricity network and:

(i) A physical connection needs to be made to the distribution network for gas or electricity (or both) and that connection has not been made yet; or

(ii) Your old supplier has told you about the way you're metering needs to be arranged to allow another supplier to start supplying you and your metering has not yet been changed to allow this.

(e) You do something that prevents us from taking over the supply or you tell us you do not want the transfer to take place.

(f) Ofgem prevent us from supplying you.

(g) We cannot supply you for some other reason over which we have no control and where we have taken all reasonable steps to resolve this.

2.9 By taking the supply or agreeing contract details for a site, you:

(a) Confirm that you own or use each site and that it is connected to mains gas or mains electricity (or both) or connected through another connection to mains gas or mains electricity (or both); Email us with any questions: business@pfpenergy.co.uk

(b) Agree that if you owed us any money before the date this contract started (for any of your sites we supply, including for a deemed site), you will also owe it to us under this contract and you will have to pay any money you owe us;

(c) Agree that we are responsible for delivering the supply from outside a site to the meters and that you are responsible for the gas or electricity (or both) from the meters into your site;

(d) Agree that if you are a partnership, we may claim from you or any of your partners any money you owe us under this contract;

(e) Confirm that the gas or electricity (or both) at any site is

used totally or mainly for non-domestic purposes;

(f) Are aware, PFP Energy can contract with parties who are purchasing energy on behalf of domestic customers occupying their property such as Landlords or Housing Associations;

(g) Confirm that your previous supplier has no reason to object to you transferring your supply to us, and you agree that you will pay any charges you owe your previous supplier that may be transferred to us (for example, transportation or distribution charges for supply of gas or electricity (or both) to your site), together with any of our and your last supplier's administration charges;

(h) Agree that you will not take an alternative supply of gas or electricity (or both) from any other supplier at any supply point at any site while that site is covered by an active Fixed Price Energy Plan or variable price plan under this contract; and

(i) Will give us the evidence we reasonably ask for to allow us to check your identity as our customer; or

(j) Will have to confirm and give us the evidence that you have the authority needed to agree this legally binding contract on behalf of the business or organisation which you agree contract details for. Clauses 2.9 (f) and (g) do not apply to a deemed site.

3. Microbusiness customers

You agree to tell us immediately if, at any time during this agreement, you either become or stop being a micro-business. We will not end this contract with you as a result of you being, becoming or no longer being a micro-business. However, we may still amend the terms of this agreement.

You are a micro-business if:

(a) You have asked us to supply you with electricity and you do not use more than 100,000 kWh of electricity a year; or

(b) You have asked us to supply you with gas and you do not use more than 293,000 kWh of gas a year; or

(c) You have fewer than 10 employees (or their full-time equivalent) and your yearly turnover or yearly balance sheet total is not more than €2 million.

3.1 If you are identified as being a microbusiness customer on the contract option, you will:

(a) Be provided with details of the principal terms and conditions for microbusiness customers which will apply in addition to these general terms other than where described in the principal terms;

(b) Within ten (10) days of entering into the agreement, receive hard copies of the general terms and a statement of the renewal terms which will apply at the end date;

(c) Be contacted on or around sixty (60) days before the end date with details of the options available to you, superseding clause 14.2 below; and

(d) Be required to give us thirty (30) calendar days' prior written notice to end the agreement.

3.2 The principle terms and conditions differ from these general terms by allowing you to prevent automatic rollover of the agreement at any point before the end of the notice period. In addition, they provide that you cannot change your supplier before the end date. If you terminate your agreement with us you must appoint a new supplier from the end date and have paid all outstanding invoices.





4. Meters and Access

4.1 You must ensure that the equipment installed at your premises is suitable for supply. If your equipment is not suitable for supply, or if we have to do anything to ensure the safety of supply to the site(s) or meters, we will arrange for the installation, maintenance or replacement of the equipment. We will provide reasonable advanced notice if an appointment is required in order to ensure the safety and maintenance of the meter equipment and where we reasonably believe that the reason for such installation, maintenance or replacement is as a result of your failure to maintain, properly use or wilfully damage the equipment, you will pay our costs for doing this in accordance with our charges outlined on www.pfpenery.co.uk/business. If during the term, your equipment is replaced, you must notify us of this and ensure that the new equipment is suitable for supply.

4.2 You agree to:

- (a) Protect the equipment against physical damage (howsoever caused) and any other interference (whether caused by third parties or not), ensure that the meter and its housing complies with all applicable regulations, and not dispose of or use the equipment other than to comply with your obligations under this agreement;
- (b) Provide power, water and drainage as required for the equipment;
- (c) Ensure that all equipment installed is kept in proper order for the purpose of accurately registering the quantity of gas or electricity supplied;
- (d) At all times provide safe and reasonable access to all equipment; and
- (e) At all times to keep the equipment properly insured.

4.3 If either of us believes that there is a problem with the accuracy of the meter, we will notify the other. Where either of us provides such a notification to the other, we will ensure that the meter is examined as soon as practicable in accordance with the act. The meter will continue to be deemed to be accurate until the examination of it has conclusively found it to register inaccurately. Except where the meter is owned by us or the transporter or agent appointed by us, you will be responsible for all costs incurred by us where it is found to register inaccurately in violation of the requirements under the act. If, however, the meter is found to register accurately then the costs will be paid by the person that provided the original notification.

4.4 You will continue to make payment for supply under this agreement where a dispute as to the accuracy of meter has been raised in accordance with clause 4.3. If it is found that the meter is registering inaccurately, we will have the right to invoice you for any additional costs (and you will be required to make payment for such costs in accordance with this agreement) or may, where money is owed to you, set this off against any future invoices or make a refund of the amount to you, at our discretion.

4.5 Where your meter is a half hourly meter, you will ensure that you have entered into an agreement with a meter operator before the start date.

4.6 You will ensure that your agents operate at all times as reasonable and prudent operators and will be responsible for all costs that we incur as a result of damage caused to, or removal of, such equipment.

4.7 You will notify us as soon as reasonably practicable if you believe that there has been damage to or interference

with equipment and agree to provide us with all information, which we may reasonably require in relation to such damage or interference. If you wilfully damage or interfere with any equipment, we may immediately end this agreement, and you will indemnify us for all costs we reasonably incur.

4.8 You will ensure that all installations, plant and equipment for which you are responsible comply with any relevant law or regulation and that you perform your obligations under this agreement as a reasonable and prudent operator.

4.9 We will appoint an agent to read the meter in accordance with normal industry meter reading cycles.

4.10 Where you are the 'meter owner' as defined in the act, you will, throughout the duration of this agreement, have a contract in force with a meter asset maintainer or meter asset provider approved by us.

5. Moving out or stopping supply

5.1 You will give us at least one (1) calendar months' notice in accordance with clause 5.2 below if you cease to own or occupy any site or if gas, electricity or both are no longer consumed at any site (the "end notice"). Please contact your account manager or email your leaving notice to contract to: business@pfpenery.co.uk

5.2 The end notice must contain the following details:

- (a) Your customer number, name and address;
- (b) The date on which you will leave the site(s); and
- (c) The name and address of the person or business taking responsibility for the site(s), together with any contact details for them you may have.

5.3 If you let or sublet a site, you will be responsible for supply to that site unless your tenant or subtenant has entered into an agreement for supply with us.

5.4 If you are moving from a site to a new address, you must:

- (a) Give us at least 28 days' notice. This is called the leaving notice. Your leaving notice must tell us:
 - i. The date you are leaving the site; and
 - ii. Your new address and phone number; and
 - iii. The name and contact details of the new owner or tenant or, if the property will be empty, the landlord.
- (b) On the date you leave the site, you must take a final meter reading and tell us what it is.
- (c) We may ask you to provide proof that there is a new tenant or owner at the site you are leaving.

5.5 If you leave, let or sublet a site and you owe us money, this contract will apply until you have paid what you owe us under this contract.

5.6 If you are leaving the site to move to a new address, it is advised that you telephone us to discuss the potential transfer of a price arrangement to cover your new address. If we agree that this contract and your price arrangement will transfer to the new address, the following will apply:

- (a) We will send you new contract details for the new address and this contract will apply to that new address as described in clause 5.4
- (b) Your price arrangement will start to apply to the new address from the date on which we take over the supply at the new address or, if we already supply the new address, on the date we agree to transfer your price arrangement to the new address.





(c) Your price arrangement and contract details for the new address will apply until the price arrangement ends or is renewed so it applies to the new site as set out in this contract.

6. Interrupting supply (gas supply only)

6.1 You are obliged to inform us in writing if site(s) are interruptible before you sign the contract option. If you fail to inform us then you will be liable for any losses we incur as a result of your failure to inform us that site(s) are interruptible.

6.2 Notwithstanding clause 6.1, where premises are shown as being 'interruptible' on the contract option, you agree to interrupt or permit us and/or a third party (including a transporter) to interrupt supply to such site(s). We and/or the transporter will have the right to request and do this for no more than forty five (45) calendar days at any one time.

6.3 If we or the transporter wish to request an interruption, we will provide you with at least three (3) hours' notice, or such other period as may be determined by a transporter in an interruption notice:

(a) By telephone; and/or

(b) By email; and/or

(c) By facsimile

Any interruption notice will specify the site(s) to be interrupted, the date on which the interruption will start and the interruption start time.

6.4 You will, within thirty (30) minutes of the interruption notice being sent, confirm to us by email or telephone that either:

(i) The interruption will take place prior to, or at the time specified in the interruption notice or explained to you by telephone; or

(ii) Notify of any circumstances known to you which might prevent the interruption occurring at the time specified in the interruption notice. If you fail to interrupt at the times and in accordance with the conditions of the interruption notice received or explained to you, the transporter will impose additional charges, which we will invoice to you and which you will pay to us in accordance with clause 7 below.

6.5 Ours and the transporter's right to interrupt are in addition to any rights to disconnect or isolate supply under this agreement or the Uniform Network Code.

6.6 You agree not to take supply in excess of the volume specified for the period specified in the interruption notice until the recommencement of supply.

6.7 When the interruption has ended, we or the relevant transporter will, as soon as reasonably practicable, notify you by email or telephone and you may recommence supply.

6.8 In exercising our right in relation to an interruption, we or the relevant transporter may take any steps available to isolate or disconnect the supply and you will allow us and/or the transporter and/or our representatives or agents safe, full, free and uninterrupted access to the your site(s) and will reimburse us for any costs and expenses reasonably incurred in respect of taking such steps or any subsequent reconnection or restoration of the connection of the supply.

6.9 You will ensure that a telephone, email and fax machine will be manned 24 hours a day by someone authorised to receive and confirm instructions in relation to interruptions. You will notify us in writing of the identity of this person and of any

changes to this person giving at least five (5) business days' notice of any such change. You further agree that you will respond to any communication from the relevant transporter when that communication is permissible under the terms of the Uniform Network Code.

6.10 If site(s) identified as interruptible in the contract option cease being interruptible, the provisions relating to interruption in this agreement will cease to apply to such site(s) and we may adjust the charges relating to such site(s).

7. Charges at a glance:

7.1 Our prices may include a standing charge which will apply even if the site is empty. If you have not agreed prices with us, our out-of-contract rates or deemed prices will apply. We will give you a discount if you agree to pay by direct debit. We can charge you extra for any extra costs that we have to pay due to something you have done, or where you ask us to provide you with extra services. We can charge you for costs related to transportation and distribution of gas or electricity (or both) to your site and meter charges, and

CCL pass through of addition charges / levies that are applied by Ofgem to industry sites will be added to your charges if these apply. You need to send us a completed VAT (PP11 form) certificate, if this applies. We can also charge you where applicable if the industry change their prices.

7.2 You agree to pay us for supplying gas or electricity (or both) and for other charges which apply under this contract (such as those described in clause 7.1).

7.3 We base our charges on the amount of gas or electricity we supply, worked out in kilowatt hours. Our prices may also include a standing charge. We will tell you the amount of standing charge which applies to your site. The standing charge will be set out in your contract details and will be payable even if your site is empty. If you agree to pay by direct debit we will give you a discount.

7.4 We will work out our charges for any deemed site based on our deemed prices until we agree to a new price arrangement for that site or a different supplier takes over supply. Charges based on our deemed prices may be higher than the charges under a price arrangement. We will change the deemed prices from time to time, details of Deemed Products can be found at www.pfpenergy.co.uk/business. You can contact us directly to discuss a price arrangement for that site on 01772 395770.

7.5 This contract will continue to apply if you and we have agreed a price arrangement for any site until:

(a) The price arrangement for that site has ended

(b) If we have ended the price arrangement for that site, either by;

(i) Supplier of Last Resort Process; or,

(ii) A Material Breach of contract by you (the customer)

(c) You cease responsibility for the site as per clause 5.1

The charges we will apply in those circumstances will be based on our out-of-contract rates for as long as there is no price arrangement in place or until a different supplier takes over supply to that site. Charges based on our out of contract rates may be higher than the charges under a price arrangement

7.6 We may also charge you for extra items that are not set out in your contract details. These may include:

(a) Our reasonable costs of trying to get back money you owe us or if you break any of the terms and conditions of





this contract, including administration and third-party costs (for example, our cost of sending an agent to your site in connection with any money you owe us) or our reasonable costs where an attempted payment fails;

- (b) Our reasonable costs of stopping, de-energising, disconnecting or reconnecting your supply;
- (c) Our costs for transporting or distributing gas or electricity to the site (as far as these are not included in the price arrangement we and you have agreed);
- (d) A charge for meters;
- (e) Our reasonable costs if you fail to keep an agreed appointment with us or our agents at a site;
- (f) Our reasonable costs if you interfere with your gas or electricity meter or steal gas or electricity;
- (g) Our reasonable costs if you prevent us or our agents from reading or working on your meter;
- (h) Our reasonable costs of transferring a site back to your old supplier, where you no longer own or use the site you have told us to supply;
- (i) Reading your meter when you ask us, if this is more often than we are obligated to;
- (j) Making and sending copies of any documents we have already given you; and
- (k) Any amounts that, by law, we have to include in your bill (for example, if the Government introduced a scheme for customers to pay for energy efficiency measures through their energy bills).

7.7 If your meter also supplies other addresses or any parts of a site that you do not own or use, you must tell us about it. You will be responsible for paying us for all the gas and electricity that is supplied through your meter, even if it is used at the other addresses or other parts of the site unless we have agreed otherwise with you in writing.

7.8 You must tell us if a tenant or occupier moves into a site and send us details of the tenant and meter readings for the relevant supply points. You will be responsible for paying for the gas and electricity that is used at your sites unless a tenant or occupier that we have authorised has taken over responsibility for the supply point.

7.9 We have the right to charge you for extra services you ask for. We will tell you about these before we give you the service.

7.10 If they apply, you must pay UK taxes and duties, including VAT and climate change levy (CCL) at the appropriate rates, on our prices and other charges in line with the existing legislation. We will add these amounts to your bills.

(a) We will charge you VAT on supplies of gas or electricity (or both) to the site. This will be at the standard rate unless the following apply:

- (i) You send us a completed, valid VAT certificate that shows you do not have to pay for gas and electricity at the standard rate of VAT at the site. If you do this, we will charge you VAT at the appropriate reduced rate on all or part of your supply that is eligible for the reduced rate of VAT as shown by the percentage you declare on your VAT certificate. If you tell us that the reduced VAT rate applies to you and you ask us for a copy of a blank VAT certificate, we will send you one for you to fill in: and return to us.
- (ii) The supply to your site is below certain limits (where we do not supply you with more than 4397 kWh of gas every month or more than 1,000 kWh of electricity every

month at the site). If this is the case, we will automatically charge VAT at the reduced rate.

(b) We will charge you CCL on the gas or electricity (or both) you use, unless:

- (i) CCL does not apply (because the reduced rate of VAT applies to the supply at the site); or
- (ii) You qualify for an exemption or discount from the full CCL rate (in line with schedule 6 of the Finance Act 2000). If you are eligible for an exemption or discount from the full rate of CCL (unless the exemption relates to the supply of renewable-source electricity or CHP electricity as set out in your contract details), you must send us a completed PP11 form (or any other document that replaces the PP11 form) at least 10 days before the start of the supply period. If you send us a completed PP11 form after we have started to supply your site with gas or electricity, by law there is a maximum period for which we can apply any appropriate exemption or discount to gas or electricity we supply to your site. This means that we can only apply the exemption or discount to gas or electricity we have supplied to you, at the site, from the date which is four years before the date on which we receive the form.

(c) We will not be legally responsible to you or anyone else if we have not charged you enough VAT or CCL because of incorrect information you have given us or a fact in any documents you send us is incorrect. If this happens, you will have to pay the difference to us if we demand on an invoice, or directly to HM Revenue & Customs if they demand.

(d) If you have sent us a VAT certificate or PP11 form, it is your responsibility to tell us if the purpose that you use gas or electricity for at your site changes.

8. Payment & billing

8.1 We will invoice you for the price and you will pay the price in cleared funds within ten working days of the date of the invoice by direct debit or as otherwise agreed in the contract option.

8.2 We may use any money you pay to us or any money we owe you to pay off what you owe under this agreement.

8.3 Without affecting any other right or remedy that we may have, if you fail to make any payments to us in accordance with this clause, we may:

- (a) Charge interest on the outstanding amount from the due date for payment until full payment is made at the annual rate of 3% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded daily; and
- (b) Remove any discounts that are applied to your account on a pro-rata basis
- (c) Suspend all services under this agreement or any other agreement with you until payment has been made in full.

8.4 If we are not provided with an up to date meter reading or actual consumption data in relation to one or more site(s), or if we reasonably believe meter readings or data to be inaccurate, we may:

- (i) Issue an invoice based on your own meter reading; or
- (ii) Estimate your usage and you will pay this invoice in accordance with this clause 8.1. If, having received accurate data or readings, we determine that the amount





you have paid to us for the invoice is more than the amount due, we will set off the overpayment against subsequent invoices.

If the amount you have paid is less than the amount due, we will include the additional amount in the subsequent invoice and you will pay the invoice in accordance with this clause

8.5 Subject to clause 8.6 below, if any amount payable is the subject of a bona fide dispute, you must pay the undisputed portion of the invoice in accordance with this clause 8.1. When the disputed portion of the invoice is agreed or the amount determined, you will pay the amount to us within five (5) business days following such agreement or determination. If, following the discussions, we agree that an amount is owed to you; we will include such amount as a credit in your next invoice.

8.6 If you have elected to benefit from consolidated billing (i.e. you will receive an invoice containing charges for more than one site) or, you are a large consumer, and any amount payable is the subject of a bona fide dispute, you will pay the entirety of the invoice and we will negotiate in good faith to agree the disputed amount. If, following the discussions, we agree that an amount is owed to you; we will include such amount as a credit in your next invoice.

8.7 If an invoice has been based on inaccurate information, we will, as soon as reasonably practicable, submit a revised invoice to you following the receipt of accurate information.

8.8 We can ask you to pay in different ways depending on your credit rating (for example by direct debit).

8.8.1 If we are not happy with your credit standing or we believe that you may not be able to pay your bills on time in full, we may, at any time ask for one or more of the following:

- (a) Change your payment method (for example, by direct debit instead of cash or cheque);
- (b) Ask you to pay us a security deposit or other form of guarantee or credit security.
- (c) Charge you different prices (to reflect the risk to us).

8.9 If you do not agree to pay the different prices, pay us in the way we ask, pay the security deposit or arrange the requested guarantee or security by the day we have asked, we have the right to end any price arrangement that already exists, which will then end automatically on the day we tell you it has ended. If this happens, clause 2.4 will apply.

8.10 If you are having difficulty making payments or have any concerns, please contact us on: 01772 395770 and we can provide suggestions and help to manage your account, alternatively you can seek external and free advice from the Money Advice Trust (www.moneyadvicetrust.org); and, the Citizens Advice Bureau (www.citizensadvice.org.uk)

8.11 If you do not pay your bill by the date shown on the bill, we may charge you:

- (a) Fixed-sum charges to a maximum of £100 (in line with the Late Payment of Commercial Debts Regulations 2013); and
- (b) Interest (on amounts you do not disagree with) at 4% above the base rate from the day after the bill was due.

9. Changes to the agreement

9.1 Without prejudice to the provisions of clause 9 above and except where specified in this clause 9, this agreement may only

be varied by an agreement in writing signed by both of us or expressly approved by each of us by email.

9.2 In the case of new connections, where supply does not commence on the start date detailed in the contract option, we may at our sole discretion and without your agreement, defer the end date by a period equal to that by which the start date is delayed.

9.3 If either of us wishes to vary the agreement, we will submit details of the requested change to the other in writing (which may be given by email).

9.4 If either of us requests a change to the agreement, we will, within a reasonable time, provide a written estimate to you of:

- (a) The likely time required to implement the change;
- (b) Any necessary variation to our charges arising from the change;
- (c) The likely effect of the change on the supply; and
- (d) Any other impact of the change on this agreement.

9.5 If you wish us to proceed with the change, we have no obligation to do so unless and until we have agreed in writing (which may include by email) the necessary changes to our charges, and any other relevant terms of this agreement.

9.6 Notwithstanding clause 9.1, we may from time to time and without advance notice or agreement by you, change the agreement in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or charges for the supply. We will notify you of such changes.

10. Confidential Information

10.1 You will keep in strict confidence:

- (i) All technical or commercial know-how, specifications, inventions, processes or initiatives which have been disclosed to you by our employees, agents, consultants or subcontractors; and
- (ii) Any other confidential information concerning our business or its products which you may obtain which is marked as being confidential ("confidential information").

10.2 You may disclose such confidential information:

- (a) To your employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out your obligations under this agreement; and
- (b) As may be required by law, court order or any governmental or regulatory authority.

10.3 You will ensure that your employees, officers, representatives, advisers, agents or subcontractors to whom you disclose such information comply.

10.4 You will not use any confidential information for any purpose other than to perform your obligations under this agreement.

11. Responsibility & Damage

11.1 This clause 11 sets out our entire financial responsibility to you (including any responsibility for the acts or omissions of our employees, agents, consultants and subcontractors) in respect of:

- (a) Any breach of this agreement, including any deliberate breach of this agreement by us, or our employees, agents or





subcontractors;

- (b) Any use made by you of the supply; and
- (c) Any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

11.2 We are legally responsible to you if:

- (a) We or our agents kill or injure somebody (or cause somebody to be injured or killed); or
- (b) Because we or they have been negligent or because we have acted fraudulently.

11.3 Subject to clause 11.2 above, we will not be legally responsible if you suffer:

- (a) Loss of profits;
- (b) Loss of business;
- (c) Depletion of goodwill and/or similar losses;
- (d) Loss of anticipated savings;
- (e) Loss of goods;
- (f) Loss of contract;
- (g) Loss of use;
- (h) Loss or corruption of data or information; or
- (i) Any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- (j) We will not pay you in total more than the lower of:
 - (i) Six times the average monthly price for your supply; or
 - (ii) One million pounds sterling (£1,000,000), for any claims you may have against us under or in relation to this agreement.

11.4 Each sub-clause in this clause 11 applies separately. If a court or authority tells us that we cannot enforce a certain clause, the other sub-clauses will still apply.

11.5 Under no circumstances will we be liable to you for any loss caused by any act or omission of an agent appointed by you.

11.6 You agree to indemnify us for any claim from any third party or other liability incurred by us as a result of your failure to comply with your obligations under this agreement.

12. Ending the agreement

Our right to end this agreement:

12.1 We can end this agreement wholly or in respect of one or more sites:

- (a) Immediately when we give you written notice because you stop trading, if your business is wound up, if you or your business becomes insolvent or your business goes into administration or receivership or you or your business enter into an arrangement with people you owe money to (your creditors);
- (b) If keeping to any clause in this agreement means we would be breaking the law;
- (c) Where you wilfully damage or interfere with any equipment;
- (d) Where you fail to put in place appropriate credit support.
- (e) If you materially breach the agreement and the breach is not capable of remedy;

(f) If you materially breach the agreement and, if the breach is capable of remedy, we notify you of the breach and you do not remedy it to our reasonable satisfaction within ten (10) business days of such notification;

(g) Where you transfer a site to a third party without our consent or you cease to be the owner of a site; or

(h) Where the authority appoints a supplier of last resort to the site(s).

12.2 If any of clauses 12.1(a) to 12.1(h) applies, unless we tell you otherwise in writing (which may include by email), the agreement will end immediately.

13. Your right to end the agreement

13.1 If you wish to end this agreement, unless you are a microbusiness customer, you must provide us with no less than three (3) months' or 90 days prior written notice of such termination. The date of termination may not occur prior to the end date. If you are a microbusiness customer, the maximum termination period is thirty (30) days, you may end this agreement by giving us written notice before the end date.

13.2 Should an organisation stop carrying on business or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (not including section 123(1) (a) of that Act); then the account shall be terminated.

13.3 Prior to the end date and in accordance with the requirements of this clause 13.1, you must:

- (a) Ensure that you have entered into a new agreement with us for the period following the end date;
- (b) Have ended this agreement in accordance and have registered with a new supplier. If you have registered with a new supplier by the end date but have not transferred to this supplier by the end date, clause 13.4 below will apply; or
- (c) Have requested that the site(s) be disconnected or isolated/de-energised.

13.4 If you will be vacating site(s), or want site(s) to be isolated, you must give us not less than two (2) months' prior written notice. You will be liable for the price until the end of the notice period or until a new owner or occupier assumes responsibility for the price, whichever is the later.

14.0 Renewing or ending the price arrangement

Your next pricing period will start automatically, the maximum notice period for termination for microbusiness customers is thirty (30) days before the end of the pricing period in place at that time. For other customers at least 90 days' notice period is required to prevent automatic rollover. If you do not want to accept the new pricing period, you must send written notice in line with clause 14.6 below. If you have not accepted the new price arrangement and do not change supplier, we will charge you our out-of-contract prices when your existing price arrangement ends.

14.1 Your first pricing period will start on the date set out in your contract details. At the end of a pricing period, we may automatically extend your price arrangement for another pricing period. The same terms and conditions and charges will apply to the site for each pricing period unless we tell you that they have changed.

14.2 Where the terms and conditions or charges that apply to the site will change in the next pricing period, we will tell you in writing about the new price arrangement and terms and conditions at least 90 days (but not more than 120 days) before





the end of the pricing period in place at that time. We will do this by sending you new contract details. Your new contract details will set out the length of the next pricing period and the dates on which it starts and ends.

14.3 You do not need to do anything if you want to accept the new price arrangement and terms and conditions for the next pricing period as we will apply them automatically at the start of your next pricing period.

14.4 Your second and later pricing periods will start the day after the previous pricing period ends unless you have told us that you do not want to accept the new price arrangement or terms and conditions.

14.5 If you are a micro-business, your second and later pricing periods under this contract will each last for one year. If you are not a micro-business, your second and later pricing periods will each last for at least one year unless we agree a different period with you.

14.6 If you do not want to accept the new price arrangement or terms and conditions in the next pricing period or if you want to end your current price arrangement for any site at the end of a pricing period, you must tell us in writing. If you are a microbusiness, you may tell us at any time during your current pricing period, the maximum termination period for microbusiness customers is thirty (30) days before the end of that pricing period for that site. If you are not a microbusiness, you must tell us at least 90 days but not more than 120 days before the end of that pricing period for that site.

You must send your written notice to:

PFP Energy
Edward VII Quay,
Navigation Way,
Ashon-on-Ribble
Preston, PR2 2YB

Alternatively you can email us at: business@pfpenergy.co.uk

We may reduce the amount of notice you need to give us under this clause or (if you are not a micro-business), change the period in which you can send us notice.

14.7 When you have given us notice under clause 14.6, we can negotiate new contract details for that site with you or you can choose a new supplier to take over your supply at the end of the pricing period.

14.8 If you have not changed supplier or agreed new contract details with us for any site by the end of the pricing period which is ending in line with this clause 16, we will charge you our out-of-contract rates for your site in line with clause 7.5 for any electricity or gas that you use after your pricing period has ended. This may mean that you end up paying more than you need to.

14.9 If you have not ended your price arrangement with us at that premise in line with clause 14.6, you will not be allowed to transfer the supply at the site to another supplier until the end of your next pricing period. You must also tell us that you are not accepting the new price arrangement in line with clause 14.6.

14.10 If you agree with another supplier that they will take over the supply at the site but you are in an active pricing period, we will object to the transfer and, if we ask you to, you must help us to object to the other supplier about the transfer by contacting them. You will need to explain that you have not ended your existing price arrangement with us.

14.11 Where we are entitled to charge you our out-of-contract rates this contract will still apply. Clause 12 describes how you

can end this contract for that site.

15. Force majeure

15.1 Provided that you or we (as relevant) have complied with the provisions of clause 15.3 below, we will not be in breach of this agreement, nor liable for any failure or delay in performance of any of our obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond our reasonable control (a "force majeure event"), including but not limited to any of the following:

- (a) Acts of God, including fire, flood, earthquake, windstorm or other natural disaster;
- (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (c) Terrorist attack, civil war, civil commotion or riots;
- (d) Nuclear, chemical or biological contamination or sonic boom;
- (e) Pandemic or epidemic;
- (f) Compliance with any law;
- (g) Exceptionally adverse weather conditions including hurricanes or tornadoes;
- (h) Collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- (i) Any labour dispute, including but not limited to official strikes, industrial action or lockouts;
- (j) Shortage of fuel due to protests, blockades or other action of individuals or organisations, whether acting collectively or otherwise;
- (k) Non-performance by suppliers or subcontractors; and
- (l) Interruption or failure of utility service, including but not limited to electricity, gas or water.

15.2 Subject to clause 15.5 below, where there is a force majeure event, the corresponding obligations of the other party will be suspended to the same extent.

15.3 If either of us is subject to a force majeure event, we will not be in breach of this agreement if:

- (a) We promptly notify the other in writing and by telephone or email of the nature and extent of the force majeure event causing our failure or delay in performance;
- (b) We could not have avoided the effect of the force majeure event by taking precautions which, having regard to all the matters known to us before the force majeure event, we ought reasonably to have taken, but did not; and
- (c) We have used all reasonable endeavours to mitigate the effect of the force majeure event, to carry out our obligations under this agreement in any way that is reasonably practicable and to resume the performance of our obligations as soon as reasonably possible.

15.4 If the force majeure event continues for more than three (3) months, either of us may give written notice to the other to end this agreement. The notice to end the agreement must specify the end date, which must not be less than fifteen (15) calendar days after the date on which the notice is given. Once a notice to end the agreement has been validly given, the agreement will terminate on the end date set out in the notice.

15.5 If a force majeure event occurs, we will each bear half of any loss incurred by PFP Energy Limited from selling the gas,





electricity or both (as relevant) that has not been supplied to you but which was locked in, in anticipation of your supply, on the open market. We will invoice you for such amount and you will pay such amount to us.

16. Renewable or good quality CHP energy

16.1 If you want us to source electricity from renewable energy sources or from good quality CHP sources, you must inform us of this prior to signing the contract option and ensure that it has been included in the contract option.

16.2 If you inform us that you want us to supply you with electricity from renewable energy sources or from good quality CHP sources in accordance with clause 16.1 above, we will use our reasonable endeavours to do so and will comply with all legal obligations in relation to such supply. If we are unable to supply you with such electricity, we will supply you with electricity from non-renewable energy sources.

16.3 We may at any time and at our discretion supply you with electricity from renewable energy sources.

17. Consequences of ending this agreement

17.1 On ending this agreement for any reason:

(a) You agree to immediately pay to us (or we will have the right to set off against any amounts we have received from you which may become refundable as a result of the ending of the agreement) all of the outstanding unpaid invoices and interest;

(b) In respect of gas, electricity or both supplied but for which we have not provided you with an invoice, we may submit an invoice based on the closing meter reading, which will be payable immediately on receipt together with any other amounts due under this agreement. Where the closing meter reading is not available or the meter has transferred to a new supplier, we will use the meter reading used by the new supplier;

(c) In respect of any amounts that we have to pay to third parties as a result of entering into this agreement which we are unable to mitigate, we may submit an invoice, which you will pay immediately on receipt or which we will have the right to set off against any amounts we have received from you which may become refundable as a result of ending the agreement; and

(d) You will, within a reasonable time, return all of our equipment. If you fail to do so, then we may enter your site(s) and take possession of it. Until they have been returned or repossessed, you will be solely responsible for their safe keeping.

18. Disconnection or isolating/de-energising a meter

18.1 We may disconnect or isolate/de-energise a meter in the following circumstances.

(a) If we end this agreement because you are in breach of any of your obligations under this agreement;

(b) Where you request us to disconnect or isolate/de-energise a meter; or

(c) Where no gas or electricity (as relevant) is used for a consecutive period of six (6) months. In any event, the transporter may remove the means of supply from an isolated/de-energised meter which is not re-established after twelve (12) months; or

(d) On notice (or without notice where necessary for safety purposes) to:

(i) To avoid danger or because failure to do so would or might involve us being in breach of industry regulations;

(ii) To avoid interference with supply to another person which we reasonably believe may result from or be caused by your meter installation; or to enable maintenance or repair work to be carried out.

18.2 Where this agreement has been terminated:

(a) So long as we remain the registered supplier and you remain the owner, occupier or agent responsible for the meter, you will remain liable for the price. For the avoidance of doubt, this will be the case even if the meter(s) have been disconnected or isolated/de-energised or you vacate or cease to consume gas, electricity or both) at the site(s); and

(b) Notwithstanding any such disconnection or isolation/de-energisation, you will remain liable for all costs reasonably associated with such action and any subsequent re-establishment of supply.

18.3 We may require you at any time, by providing prior notice to you, to temporarily refrain from using gas, electricity or both and we may (at our sole discretion) temporarily discontinue supply to you for any reason set out in clause 18.1(d) above.

19. Dispute resolution

19.1 If any dispute arises in connection with this agreement, you and we will nominate a representative who will, within five (5) business days of a written request from the other (which may be made by email), converse in a good faith effort to resolve the dispute. If our representatives are unable to resolve the dispute during this conversation, we will both nominate a sufficiently senior person within our businesses within two (2) days of the conversation, who will attempt to resolve the dispute. If they are unable to do so within five (5) business days following their nomination, then clause 19.2 below will apply.

19.2 If the dispute is not resolved at that meeting, we will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between us, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (the "ADR notice") to the other party requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than thirty (30) days after the date of the ADR notice.

19.3 Neither of us may commence any court proceedings in relation to any dispute arising out of this agreement until we have attempted to settle the dispute by mediation and either the mediation has terminated or one of us has failed to participate in the mediation.

19.4 If you have an unresolved complaint about a gas or electricity supply, you are within your rights to raise it with the energy Ombudsman. They are approved by the energy regulator Ofgem to independently handle disputes between energy companies and their customers, which includes domestic customers and micro businesses.





20. General

- 20.1 If at any time we choose not to enforce any part of this agreement, this will not stop us from doing so in the future.
- 20.2 Where we use the word "including" in this agreement, it will be read as "including without limitation".
- 20.3 If a Court determines that part of this agreement is not valid, the rest of the agreement will not be affected.
- 20.4 These general terms and the contract option constitute the whole agreement between us (unless you are a microbusiness customer in which case the documents identified in clause 3 will also apply) and supersede any previous arrangement, understanding or agreement between us in relation to the supply. If there is any inconsistency between any of these documents, they should be interpreted in the following order of priority (the first taking precedence): the contract option; the general terms.
- 20.5 We each acknowledge that, in entering into this agreement, neither of us has relied on any statement, representation, assurance or warranty other than as expressly included in this agreement.
- 20.6 Neither of us may, without the prior written agreement of the other (such agreement not to be unreasonably withheld or delayed), assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 20.7 A person who is not a party to this agreement will not have any rights under or in connection with it.
- 20.8 A notice or other communication we or you may give must be addressed to:

- (a) For you –
- (i) Your broker (where a broker was used to negotiate the agreement) and to your Company Secretary at your registered address; or
 - (ii) To your Company Secretary at your registered address if you negotiated your agreement with us directly; and
- (b) For us – to the following address or email Customer Services

20.9 Notices must be in writing and delivered by hand, first class post or by email, and:

- (a) You and we will consider notices delivered by hand to have been received when they are delivered.
- (b) You and we will consider notices delivered by courier or guaranteed or special delivery to have been received on the date when they are recorded as having been delivered and signed for.
- (c) If you and we send letters by post, you and we assume the letters have arrived on the second day after they were posted.
- (d) You and we will consider notices that we send you by email to have been received on the day they were sent unless you tell us that you cannot accept notices by email. You and we will consider notices that you send us by email to have been received on the day they were sent unless we tell you that we cannot accept notices by email. We are not able to accept receipt of notices by fax unless we specifically agree this with you. Even if your name is not correct on a notice we send you, we will still assume you have received it, unless you have told us about our mistake in the past and we have still not updated our records in a reasonable time.

If there is any disagreement about a notice, it is important that you can prove that you have sent it. Any notice should contain enough information to allow us to identify your account (for example, your site address).

20.10 The provisions of this clause 20 will not apply to the service of any process in any legal action or proceedings.

20.11 All references to time in this agreement are to the time in the United Kingdom.

21. FiT Licensee

21.1 PFP Energy is a FiT Licensee and will continue unless otherwise notified.

22. Other

This contract is covered by the relevant law of England and Wales or Scotland depending on the location of your site. You may not transfer any of your rights or responsibilities under this contract to any other person without first getting our consent. We can transfer all or any part of this contract to another supplier.

22.1 You may not transfer any of your rights or responsibilities under this contract to another person without getting our written permission first.

22.2 Before you allow anyone else who is not an employee to act for you in relation to this contract (for example to let us know that you have moved out of the site) you must tell us in writing that they have an authority to act on your behalf. If you haven't told us about this other person, we may not act on their instructions until you have confirmed that they are allowed to act for you.

22.3 This contract is the full and only contract between us for supplying gas or electricity (or both) to you. This contract replaces and cancels any previous drafts, agreements, actions, statements, warranties and arrangements of any kind, whether in writing or not. Neither you nor we will have any right to take action against the other because of any draft, agreement, action, statement, warranty or promise given by either of us or any other person, whether in writing or not, that is not set out in these terms and conditions.

22.4 The "At a glance" sections of this contract are intended to give you an overview of the main terms of the contract. However, they do not themselves constitute terms of the contract.

