



## **Standard Terms and Conditions**

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

Applicable from 25<sup>th</sup> June 2019

(Version 12)

**PFP Energy Supplies Ltd (9135694), owned by PFP Energy Limited (8994981), is licensed to supply gas and electricity to domestic and non-domestic premises. These terms and conditions refer to the supply of the gas, electricity or both, by PFP Energy Supplies Ltd to the premises you occupy. References to 'we', "us" or "our" mean PFP Energy Supplies Ltd and references to "you" or "your" mean the person or business being supplied or intending to be supplied by us. These standard terms and conditions apply in addition to any "contract option" that may have been chosen by you (as set out in the relevant "contract option confirmation" that we send you) and together make up the full agreement between you and us.**

**Definitions & Interpretation**

- **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 in relation to a Supply, being an agreement which is governed by and includes the terms and conditions set out in this document and (with the exception of Deemed Contracts) the relevant Contract Option;
- **Authority** means the Gas and Electricity Markets Authority (GEMA) or Ofgem as appropriate;
- **AMR Meter** means a meter that automatically collects meter readings and/or half hourly consumption data (as applicable) which are accessible via remote connection to the Meter and which may or may not also be a Smart Meter;
- **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** refers to the specific pricing and other charging terms (whether a fixed price or otherwise) that we have agreed with you will apply in respect of a Supply to one or more particular Sites over a particular period;
- **Contract Option Confirmation** means the welcome pack we send to you together with these terms and conditions setting out details of a particular Contract Option. If we or one of our agents forms the Agreement with you over the phone, the relevant details applicable to a proposed Contract Option will be communicated to you before you confirm your agreement to be legally bound by this Agreement;
- **Contract Option Period** the relevant period to which a particular Contract Option relates i.e. the period in relation to which we have agreed that particular pricing terms will apply to the Supply of one or more particular Site(s);
- **Contract Option Rates** means the particular prices and other charges payable, in relation to the Supply of one or more particular Sites, under a Contract Option;
- **Deemed Contract** means a contract for the supply of gas, electricity or both which is entered into in the circumstances described in clauses 1.3 and 1.4 of these terms and conditions;
- **Deemed Contract Rates** means the prices and other charges that apply to any Deemed Contract, being those that we publish for these purposes on our website at [www.pfpEnergy.co.uk/business](http://www.pfpEnergy.co.uk/business) (as updated from time to time);
- **Energy** means gas or electricity (or both) which is (to be) supplied under this Agreement.
- **Green Deal Plan** means an agreement under the government's "Green Deal" scheme under which efficiency improvements have been or will be made at the Site and charges relating to those improvements recovered through Energy bills for the Site;
- **Industry Rules** means all rules and requirements applicable to any supply, including: the Electricity Act 1989; the Gas Act 1986; the conditions of licences granted in respect of the supply of Energy; the industry codes and agreements to which licensed suppliers of Energy are required to adhere and any applicable connection agreement with a Network Operator.
- **Insolvency Event** means where:
  - you make a voluntary arrangement with your creditors, become bankrupt or enter administration or go into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); or
  - a security holder takes possession, or a receiver or administrative receiver is appointed, over all or any material part of your property or assets; or
  - anything analogous to any of the foregoing occurs including if you are unable generally to pay your debts as they fall due.

- **Meter** means, in respect of any particular Site, the relevant meter and associated equipment (whether installed by us or a third party) used for providing information on your Energy use, including any AMR Meter or Smart Meter as applicable;
- **Meter Point** means the points at your Site(s) at which the Meters at your Site(s) are supplied with Energy.
- **Micro-business 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);
- **Network Operator** means the operator of the relevant electricity or gas distribution network to which the Site is connected or to which the Site would need to be connected in order for a Supply to be made;
- **Out of Contract Option Rates** means our standard prices and other charges for a Supply in circumstances where the Deemed Contract Rate is not applicable, but the Supply nonetheless occurs outside of the Contract Option Period or in any other circumstances where we have specified in this Agreement that the Out of Contract Option Rates will be applicable instead of the Contract Option Rates. The relevant prices and other charges, which are subject to change from time-to-time, will be those published on [www.pfpEnergy.co.uk/business](http://www.pfpEnergy.co.uk/business)
- **Personal data** means any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier
- **Policy Cost** means Energy suppliers are subject to a number of environmental and social obligations, designed to achieve a variety of different regulatory policy goals. Policy cost include but are not limited to policies supporting low carbon and renewable energy such as; the Renewable Obligation (RO), Contracts for Difference (CfD), and Feed-in Tariffs (FiT), Assistance for Areas with High Electricity Distribution Costs (AAHEDC) and the Capacity Market scheme, designed to ensure security of supply.
- **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
- **Site(s)** means the relevant premises and/or property to which a Supply is (to be) made under this Agreement;
- **Smart Meter** means a Meter which meets the smart metering technical specification determined under Industry Rules from time to time;
- **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 sale of gas via gas pipes (the gas transportation network) and/or electricity via wires (the electricity distribution network);
- **VAT** means value added tax as described in the Value Added Tax Act 1994;
- **Working Day** is any day other than a Saturday, Sunday or bank holiday.
- **Termination Fee** is a fee that may apply if you wish to end the agreement prior to the end of the initial fixed term or you fail to meet your obligations set out in these terms and conditions. The termination fee will be the bill value over a 6 month period minus CCL and VAT. If you have been on supply with PFP Energy for over 6 months, the termination fee will be based on the previous 6 months consumption. If you terminate prior to being on supply 6 months we will use consumption data provided by the industry to calculate the termination fee. The termination fee will also include a £100 administration fee.
- **Tracker Contract Option** means a product that is offered by PFP Energy. The rates of which, may change twice a year due to changes in direct costs.

In this Agreement, unless the context otherwise requires:-

- the words "include", "including", "in particular" and other similar expressions are to be read as if they were followed by the words "but without limitation";

- any reference to a "person" includes any individual, company or other entity or organisation which has a legal personality;
- any reference to any Industry Rule or other law or regulation is a reference to that Industry Rule or other law or regulation as it may have been amended or replaced from time to time;
- words in the singular are to be interpreted as including the plural, and vice versa; and
- any headings used in these terms and conditions are inserted for ease of reference only and are not intended to affect the interpretation of the contract.

## **1. Our agreement with you**

- 1.1. We agree to provide, and you agree to take from us and pay for, Energy at your Site(s) in accordance with this Agreement.
- 1.2. Unless you have a Deemed Contract with us (see clauses 1.3 and 1.4 below), this Agreement will come into force when you agree with us or one of our agents over the phone or online that we will Supply you in respect of one or more of your Sites, or you sign the Contract Option Confirmation or any other document which specifically incorporates this Agreement. The Agreement will then continue in force until we cease to Supply your Site.
- 1.3. You will have a Deemed Contract with us if we already Supply a particular Site, even if we have not agreed any Contract Option with you for that Site, and:
- (a) You move in and gas or electricity (or both) is available at the relevant Site;
  - (b) The relevant Site was previously occupied by one or more of your tenants, but the tenant(s) then move out of the Site;
  - (c) You take or have responsibility for the Site; and/or
  - (d) A contract is treated as existing between us for any other reason under the Industry Rules.
- 1.4. 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 no Contract Option has been agreed between you and us.
- 1.5. You agree that we may check your credit score before the start of any Contract Option Period and at other time during this Agreement. If we have already agreed with you that we will supply any Site with Energy but your credit score does not meet our criteria, 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 we may require; or
- (b) We may, if we do not already Supply the Site, choose not to take over the Supply at your Site or stop any registration processes to transfer your Supply to us (in which case this Agreement will end immediately for that Site and the Site will stay with its previous supplier).

If we do not already supply a Site when we enter into this Agreement, 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 Option with you. We will tell you the precise Supply start date when we know it.

1.6. 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 Option 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 your 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;
- (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 reasonable steps to resolve this.

1.7. By taking the Supply or agreeing the Contract Option for a Site, you confirm or agree the following matters by way of conditions of being Supplied by us:

- (a) Confirm that you own or use each Site and that it is connected to mains gas or mains electricity (or both) in accordance with Industry Rules;
- (b) Agree that if you owed us any money before the date this Agreement started (for any of your Sites we supply, including for a Site to which a Deemed Contract applies), you will also owe it to us under this Agreement 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 Meter Point 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 Energy used at any Site is used totally or mainly for non-domestic purposes;
- (f) Confirm you are aware that we 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 us any charges that may be transferred to us, which you owe to your previous supplier (including transportation or distribution charges for supply of Energy 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 Energy from any other supplier at any Meter Point at any Site while that Site is subject to this Agreement;
- (i) Will give us the evidence we reasonably require to allow us to check your identity as our customer and/or confirm that any representative or agent acting on your behalf in relation to this Agreement has the necessary authority for these purposes;
- (j) Confirm that the Site is not the subject of any active Green Deal Plan; and
- (k) Confirm that the Site is not the subject of an arrangement with Network Operator which allows for supplies of gas to be interrupted by the Network Operator for the purposes.

Clauses 1.8 (f) and (g) do not apply to a Site on a Deemed Contract;

1.8. You will let us know as soon as reasonably possible if at any time after entering into this Agreement you become aware of any change in circumstances which means you are unable to confirm your compliance with the conditions set out in clause 1.7 On becoming aware of any such change of circumstances, we may choose not to take over or continue the Supply (and so end this Agreement with immediate effect) OR if we do choose to take over or continue the Supply, we may need to make (and will have the right to make) changes to this Agreement to reflect requirements arising under the Industry Rules, in which case we will give you notice of any relevant changes before we make them.

1.9. Where this Agreement involves the supply of electricity, we are acting on behalf of your Network Operator to enter into an agreement with you. The agreement is that you and your network operator both accept the National Terms of Connection (NTC) and agree to keep to its conditions. This will happen from the time that you enter into this Agreement and it affects your legal rights. The NTC is a legal agreement. It sets out rights and duties relating to the connection where your Network Operator delivers electricity to, or accepts electricity from, your home or business. If you want a copy of

the NTC or have any questions about it, please write to: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF, Phone: 0207 706 5137 – or visit: [www.connectionterms.co.uk](http://www.connectionterms.co.uk) .

## **2. Micro-business customers**

- 2.1 You agree to tell us immediately if, at any time during this Agreement, you either become or stop being a Micro-business Customer. Based on Industry Rules as at the date of this Agreement, you are a Micro-business Customer if:
- (a) You do not use more than 100,000 kWh of electricity a year; or
  - (b) 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.
- 2.2 If you are identified as being a Micro-business Customer on the Contract Option, you will, within 10 working days of entering into this Agreement, receive copies of our principal terms and conditions.

## **3. Meters and Access**

- 3.1 You acknowledge and agree that other than where you have provided and paid for a particular Meter, the Meter remains the property of us or any third party asset provider (as applicable).
- 3.2 Where you own the relevant Meter on any Site, you are responsible for ensuring that the Meter functions properly and for taking all such steps as may be necessary from time to time, including instructing appropriate parties to carry out repairs or replacements where necessary, to ensure that the Meter provides accurate data in respect of your Energy consumption at the Site. Notwithstanding this, we reserve the right to carry out or arrange repairs/replacements and recover the costs from you, if we are not reasonably satisfied that you are complying with this obligation.
- 3.3 You will:-
- (a) to the extent that the Meter is not a functioning AMR Meter or Smart Meter, give us an initial meter reading for each Meter Point for the date that we request and then provide us with a monthly meter reading to ensure billing accuracy. If a monthly meter read is not provided, you will be based on the estimated consumption provided to us by the industry.
  - (b) be responsible for the Energy from the Meter Points to your Site and maintaining the electrical infrastructure on your side of the Meter Point in good working order;
  - (c) let us and our Agents, any third party asset provider and/or any applicable Network Operator visit your Site(s) on reasonable notice (except in instances of emergency) for any reason relating to your Supply including to inspect, maintain, repair or

replace the Meters or take Meter readings. You must make sure it is safe to visit your Site(s);

- (d) let us know if your site has a pre-payment Meter installed (as we may not be able to supply pre-payment meters for our non-domestic customers). If necessary, we will arrange installation of a new Meter with you and where we carry out such an installation on your behalf you will pay our reasonable charges;
- (e) tell us if your Meter Points also supply other addresses or any parts of a Site which you do not use or own. If you do not tell us and we do not confirm otherwise to you in writing, you will be responsible for paying for all Energy supplied to the Meter Point(s);
- (f) not damage or interfere with the Meter Points and if you do we may charge you our reasonable costs for any remedial work and a charge if we consider you have interfered with the Meter to steal Energy;
- (g) comply with the Industry Rules to the extent they apply to you. The cost of ensuring the Meters remain compliant with the Industry Rules now and in the future will be borne by you and, where we reasonably incur any costs of this kind (including costs of attending a particular Site and replacing any Meters), we will be entitled to recover them from you;
- (h) tell us if there is any change in your circumstances that could result in you using more or less Energy; and
- (i) ensure that your Energy usage does not exceed the applicable maximum capacity agreed with the Network Operator. If you do not comply with this requirement we will be entitled to recover from you additional charges (as imposed on us by the Network Operator) and you may also be at risk of having your Supply cut-off.

3.4 We will replace existing meters with an AMR Meter or (if applicable) any form of Smart Meter where we consider it necessary in order to comply with Industry Rules.

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

#### **4. Our charges**

4.1 You agree to pay us for supplying you with Energy and for other charges which apply under this Agreement. The applicable prices and other charges will be based on one of the following:

- (a) the Contract Option Rates;
- (b) our Deemed Contract Rates where you are on a Deemed Contract; or
- (c) our Out of Contract Option Rates where the Contract Option Period has ended but we continue to Supply the Site.



- 4.2 We will calculate the charges for your Supply in kilowatt hours (kWh). This will be based on Meter readings or any up to date Meter readings you've given us, or estimated readings if you haven't provided Meter readings. We may at our discretion request a new Meter reading from you or estimate your Meter reading if you provide us with a Meter reading which we reasonably consider is inaccurate.
- 4.3 Where you have a tariff with no standing charge, a minimum monthly usage will apply. The minimum monthly usage will be agreed on the verbal agreement or on signing if a paper contract applies. If the minimum monthly usage is not met, PFP Energy reserve the right to apply standing charges for the time period in which the minimum monthly usage is not met.
- 4.4 We may also charge you for extra items in addition to the prices and charges referred to in clause 4.1 above. These may include:
- (a) Our reasonable costs of recovering the unpaid amounts you owe us or if you break any of the terms and conditions of this Agreement, 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 cutting-off or restoring your Supply;
  - (c) Our costs for transporting or distributing Energy to the Site (as far as these are not included in the Contract Option);
  - (d) A charge for Meters;
  - (e) If applicable, any costs we incur in establishing a connection between the Site and the gas or electricity network, including any Network Operator charges we may incur;
  - (f) Our reasonable costs if you fail to keep an agreed appointment with us or our Agents at a Site;
  - (g) our reasonable costs if you interfere with your Meter or steal Energy;
  - (h) Our reasonable costs if you prevent us or our Agents from reading or working on your Meter;
  - (i) Our reasonable costs if you fail to provide Meter reads when requested to do so and we incur additional costs as a result;
  - (j) 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;
  - (k) Reading your Meter when you ask us, if this is more often than we are obligated to;
  - (l) Making and sending copies of any documents we have already given you; and

- (m) Any amounts that, by law or Industry Rules, 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).
- 4.5 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 Energy 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.
- 4.6 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 Meter Points. You will be responsible for paying for the Energy that is used at your Sites unless a tenant or occupier that we have authorised has taken over responsibility for the Supply to that Site.
- 4.7 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.
- 4.8 If they apply, you must pay UK taxes and duties, including VAT and the CCL at the appropriate rates, on our prices and other charges in line with the existing laws and Industry Rules. We will add these amounts to your bills.
- 4.9 We will charge you VAT on Supplies to the Site. This will be at the standard rate unless the following apply:
- (a) You send us a completed, valid VAT certificate that shows you do not have to pay for Energy 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.
- (b) The supply to your Site is below certain limits (where we do not supply you with more than 4,397 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.
- 4.10 If you have sent us a VAT certificate or PP11 form, it is your responsibility to tell us if the purpose that you use Energy for at your Site changes.
- 4.11 We will not be legally responsible to you or anyone else if we have not charged you enough VAT or CCL. If this happens, you will have to pay the difference to us if we demand it on an invoice, or directly to HM Revenue & Customs if they demand it.

## **5. Payment & billing**

- 5.1 You will be required to pay us for the amounts referred to in clause 4 above on a monthly basis, by way of a direct debit arrangement.

- 5.2 If you have agreed or (in accordance with clause 5.6 below) we have required that you pay us by way of a direct debit arrangement:
- (a) If you choose to cancel your direct debit arrangement you will not be eligible for our rates that apply under our direct debit offering
  - (b) If you fail to comply with your mutually agreed direct debit arrangement with us, we shall reserve the right to remove the direct debit rates and instead you may be charged at a higher cost
  - (c) We will send you regular bills showing you how we have calculated your monthly payment;
  - (d) We will review your direct debit regularly to ensure the amount you are paying is as accurate as possible. If our estimated direct debit taken is not accurate we will make any appropriate adjustments to your direct debit for the remaining direct debit period and notify you in advance of any changes; and
  - (e) You must ensure that an appropriate direct debit mandate has been provided to your bank and remains in full force and effect for the duration of the Agreement, and promptly tell us about any changes to your bank account details.
- 5.3 If we have agreed that you will pay us by making a payment to us against receipt of a bill, you must pay us, in cleared funds, the amount set out in the relevant bill by no later than 10 days after the date on which you receive the bill.
- 5.4 If you disagree with any amount we have charged you must let us know as soon as possible and continue to pay your bill by the due date. If you are paying by direct debit you should not cancel your direct debit. If following an investigation into the matter we agree that we have overcharged you we will set off the amount by which we have overcharged against future bills.
- 5.5 If any of the bills we send you are not accurate or need revising (including where we calculated a previous bill based on an estimated Meter reading and have subsequently received more accurate data about Energy consumption at the relevant Site) we will send you a new bill which you must pay in accordance with clause 5.1 or 5.3 as applicable.
- 5.6 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 5, we may:
- (a) Charge daily interest on the outstanding amount from the due date for payment until full payment is made at a rate of 8% above the Bank of England base rate from time to time;
  - (b) Charge you a fixed-sum charge of £40 for each missed payment and an additional £12 fee each time any direct debit payment fails;
  - (c) Change your payment method, for to require that you start paying us by way of a direct debit arrangement;

- (d) Provide information to credit referencing agencies which may affect your credit score and future lending applications;
- (e) Bring to an end early any Contract Option which is then applicable, such that for remainder of the Contract Option Period we can charge you on the basis of the Out of Contract Option Rates;
- (f) Cut-off the Supply to any relevant Site (i.e. a Site for which you have failed to make payment to us in accordance with this clause 5), but only after we have given you a notice warning that the Supply may be cut-off if you fail to pay overdue amounts within a certain period and you then fail to pay us those amounts in full by the end of that period.

5.7 If you are a Micro-business Customer and we issue you with a revised bill in accordance with clause 5.5 requiring you to pay us an additional sum, this will not cover any period of Supply that is more than 12 months earlier than the date we notify you of the additional sum due, unless the reason for us previously undercharging in relation to that period was either of the following:

- (a) You prevented us from taking or receiving accurate Meter readings for the Site; or
- (b) You have in any way acted unreasonably or in an obstructive way.

## **6. Changes to the Agreement**

6.1 We can change the terms and conditions of this Agreement at any time on giving you written notice that we intend to make such changes to the Agreement as we reasonably consider are necessary to reflect any changes to Industry Rules or other laws or regulations which occur after the date of the Agreement being entered into.

6.2 If your agreement is a 'Tracker' Contract Option, PFP Energy will review twice a year the unit charge and standing charge and these may go up or down depending on changes to wholesale market cost, network cost and policy costs.

6.3 We may change the Contract Option Rates, in such a way as we reasonably consider is appropriate, in limited circumstances on written notice, including:-

- (a) if the change is necessary in accordance with Industry Rules or other laws and regulations;
- (b) if the information you have given us on which we based the Contract Option is incorrect or no longer correct; or
- (c) if the start of your Supply by us is delayed for reasons beyond our reasonable control.

If you object to our changes we may end the Contract Option early and place you on Out of Contract Option Rates.

6.4 We may update and change the terms and conditions of this Agreement generally (and so not just for the reasons set out in clause 6.1) from time-to-time, but on the basis that the changes will only take effect after we have given you advance notice of the changes and a reasonable opportunity (taking into account whether any Contract

Option is in force at the time) to switch to another supplier before the changes take effect if you do not want to be bound by them.

- 6.5 Any change to the Agreement other than in the circumstances set out in clauses 1.8, 6.1, 6.3, 6.3 or 6.4 above must be agreed in writing between you and us in order to be valid.

## **7. Responsibility & Damage**

- 7.1 As a supplier we cannot guarantee the quality of your Supply or that your Supply will be uninterrupted, and are not responsible for losses you or others incur because we need to cut-off, suspend or restrict your supply in the following circumstances:-

- (a) in an event of emergency or to avoid danger;
- (b) where we are required to stop supplying you by Industry Rules;
- (c) where we are permitted to stop supplying you under Industry Rules and consider your Supply should be stopped;
- (d) where this Agreement with you has ended and another supplier has not taken over the Supply; or
- (e) in any other circumstances where the Agreement envisages expressly or by implication that the Supply can be cut-off.

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

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

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

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

- 7.6 In respect of any claim for loss and/or damage our total liability (whether arising from a breach of the contract, negligence or otherwise) under or in connection with this Agreement will not exceed the lower of:

- (a) Six times the average monthly charge for your Supply; or
- (b) One million pounds sterling (£1,000,000).

7.7 This contract does not exclude any liability that we are not allowed to exclude by law.

## **8. Renewing a Contract Option**

8.1 Contract Option Rates will only apply until the end of the relevant Contract Option Period. We will write to you at least 60 days before the end of this existing Contract Option Period and notify you of the new Contract Option Rates that will apply for a subsequent Contract Option Period (of the same length as the previous Contract Option Period). You do not need to do anything if you want to accept these new Contract Options Rates as, unless you notify us in accordance with clause 8.2 below, you will be automatically rolled-over onto the new Contract Option Rates (meaning you will then be tied-in to these new Contract Option Rates for the duration of the new Contract Option Period).

8.2 If you wish to reject the new Contract Option Rates notified to you under clause 8.1, you must tell us in writing at least 30 days before the end of the existing Contract Option Period. For this purpose, you must send your written notice to: PFP Energy, 2 Edward VII Quay, Navigation Way, Preston, PR2 2YF or by emailing us at: [business@pfpEnergy.co.uk](mailto:business@pfpEnergy.co.uk)

8.3 If you wish to end this Agreement at the end of the existing Contract Option Period, you will need to follow the process set out in clause 9 below. If you have notified us under clause 8.2 that you wish to reject the new Contract Option Rates we have proposed and so have not been rolled-over onto those new Contract Option Rates, but you also have not taken the necessary steps to end this Agreement by the end of the existing Contract Option Period (either by switching to another supplier or arranging with us to have the Supply to the Site(s) cut-off), then:-

(a) this Agreement will continue, and we will continue to Supply you, until such time as this Agreement is brought to an end under clause 9 below;

(b) for as long as the Agreement continues, and unless we agree a new Contract Option with you, we will be entitled to charge you for Energy we Supply to you on the basis of our Out of Contract Option Rates.

## **9. Ending this Agreement**

9.1 If you are on a Deemed Contract you do not have to give us any particular notice in order to end this Agreement and this Agreement will end when:-

(a) you have transferred to another supplier;

(b) another person has taken over responsibility for the Supply to the Site; or

(c) (if you ask us to do so) we have arranged for the Supply to the Site to be cut-off

9.2 If no Contract Option is in force for a particular Site or Sites and you are on Out of Contract Option Rates, then unless you are leaving the relevant Site(s) permanently (in which case clause 10 applies), you can end the Agreement as to the Site(s) in question at any time by giving us at least 30 days' written notice that you want us to end the Supply to the Site(s) and telling us that:-

(a) you intend to switch supplier by the end of the relevant notice period; or

(b) you want us to cut-off Supply to the Site;

and this Agreement will then end on the date the new supplier takes over Supply of the relevant Site(s) or we have arranged to cut-off the Supply to the Site(s) and the Supply has been cut-off (as applicable). If you want to transfer to another supplier, but the transfer does not occur on the date on which your notice to end this Agreement expires, you will need to serve us with a further 30 days' written notice and this Agreement will continue until the date the new supplier takes over your Supply after expiry of the further 30 day notice period, or we have arranged to cut-off the Supply to the Site(s) and the Supply has been cut-off (as applicable).

9.3 If a Contract Option is in force for a particular Site or Sites, then:-

(a) unless you are leaving the Site(s) permanently (in which case clause 10 applies), you cannot end this Agreement before the end of the Contract Option Period;

(b) we may charge you a termination fee if you wish to end it prior to or during the initial fixed term.

(c) you can end this Agreement with effect from the end of the Contract Option Period by giving us notice in accordance with clause 8.2 that you do not want your Contract Option Period to roll-over and telling us that:-

(i) you intend to switch supplier at the end of your Contract Option Period; or

(ii) you want us to cut-off Supply to the Site at the end of your Contract Option Period.

and this Agreement will then end on the date the new supplier takes over Supply of the relevant Site(s) or we have arranged to cut-off the Supply to the Site and the Supply has been cut-off (as applicable). If you want to transfer to another supplier, but the transfer does not occur on the date on which your notice to end this Agreement expires, you will need to serve us with a further 30 days' written notice and this Agreement will continue until the date the new supplier takes over your Supply after expiry of the further 30 day notice period, or we have arranged to cut-off the Supply to the Site(s) and the Supply has been cut-off (as applicable). We may choose to place you on our Out of Contract Option Rates during this period.

9.4 For the purposes of Industry Rules relating to transfers to other suppliers, we will be entitled to raise an objection to another supplier taking over the Supply in respect of any Site in the following circumstances:-

(a) Where you arrange to transfer to another supplier prior to the end of your Contract Option Period;

(b) Where any sum payable to us under this Agreement is overdue for payment;

(c) Where you have failed to give us the required amount of notice of your wish to end this Agreement and transfer to the relevant supplier;

(d) Where you are in breach of any other provision in this Agreement;

(e) Where the relevant transfer request does not include all of the Meter Points at the relevant Site;

- (f) Where completion of the transfer to the relevant supplier (including registration of the relevant Meter Point(s)) would be in breach of any Industry Rules or it would otherwise be reasonable for us, acting in accordance with Industry Rules, to object to the transfer.
- 9.5 We can end this Agreement immediately on written notice to you if any one of the following events has occurred:-
- (a) You are the subject of an Insolvency Event;
  - (b) You have committed a material breach of this Agreement and, in the case of a breach that is capable of remedy, have failed to remedy that breach to our reasonable satisfaction within 14 days of us giving you a notice requiring it to be remedied;
  - (c) We are required to end the contract in accordance with Industry Rules or by the Authority;
  - (d) Any other event anticipated in these terms and conditions which specifies that we will have a right to end this Agreement with immediate effect.
- 9.6 Where this Agreement covers more than one Site, then unless we say otherwise in the relevant notice, any notice given by us to terminate the Agreement will operate to end the Agreement with respect to all of the Sites covered by the Agreement.
- 9.7 If this Agreement ends for any reason you and we will not lose any of the rights we already have (for example any money that is owed at the end of the contract) by either party to the other.
- 10. Leaving the Site**
- 10.1 If you are leaving a Site permanently, you can end this Agreement provided that:-
- (a) you give us at least 30 days' written notice of your intention to leave the Site;
  - (b) you give us all the details which we may reasonably request including the date you are leaving the Site, your new contact details, the name and contact details of any new tenant or confirmation that the Site is empty (with contact details of the landlord) and the final Meter readings for each Meter;
  - (c) you pay us all money you owe us in respect of the Site; and
  - (d) we are reasonably satisfied that the you are genuinely leaving the Site having regard to the information that you have provided to us in accordance with clause 10.1(b). Please note that all Site change notices will be investigated.
- 10.2 If you are moving to a new Site we may agree with you that you can transfer your Contract Option to cover your new Site and will provide you with details in respect of that Site which will confirm when we will take over Supply or transfer your Contract Option (as appropriate) to that address.
- 10.3 If you leave a Site permanently our Agreement with you will terminate when another customer takes responsibility for the Supply or we have arranged to cut-off the Supply to the site(s) and the Supply has been cut-off (as applicable).



## **11. Renewable or good quality CHP Energy**

- 11.1 If you want us to source electricity from Renewable Energy sources or from good quality CHP sources, you must inform us of this and confirm the source prior to signing the Contract Option and ensure that it has been included in the Contract Option.
- 11.2 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 11.1 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.
- 11.3 We may at any time and at our discretion supply you with electricity from Renewable Energy sources.

## **12. Cutting-off the Supply**

- 12.1 We will be entitled, without incurring any liability to you, to arrange to have the Supply to a particular Site cut-off or require you to stop using gas and/or electricity at a particular Site in any of the following circumstances:-
- (a) In the event of any emergency or otherwise to avoid danger;
  - (b) Where we are required to stop supplying you by the Network Operator or any other person under Industry Rules, or we are permitted to stop supplying you under Industry Rules and consider it necessary that the Supply should be stopped;
  - (c) Where the Agreement has been ended in accordance with these terms and conditions and another supplier has not taken over the Supply with effect from the relevant end date;
  - (d) In any other circumstances where the Agreement envisages, expressly or by implication, that the Supply can be cut-off.
- 12.2 If at any time we exercise a right under the Agreement to arrange for the Supply to a particular Site to be cut-off or (as the case may be) you request that we cut-off the Supply at a particular Site (including in circumstances where you will be ceasing to occupy at a particular Site), we will be entitled to recover from you the costs we incur in arranging to have the Supply cut-off and, if applicable, to have the Supply restored at a later date.

## **13. Gas Emergencies**

- 13.1 You must:-
- (a) Provide us with emergency contact details (for gas only) as we may direct in accordance with the Industry Rules and ensure these emergency contact details are kept up to date;
  - (b) Use your Supply in a way that does not endanger people or property, or that could interrupt the gas supply of any other property;

(c) Tell us if you think your Meter or any related equipment is damaged; and

(d) Report a gas emergency on 0800111999 and an electricity emergency to your local distributor – their full contact details can be found on <http://www.energynetworks.org/info/faqs/who-is-my-network-operator.html>

13.2 We will restrict the Supply if we think that you are using it in a way that is unsafe or if we are required to by any legal or other requirements.

#### **14. Consumption volumes**

14.1 We may calculate and specify as part of the Contract Option an estimate of your expected consumption of gas and/or electricity under the Agreement at one or more Sites over a particular period (which may be the Contract Option Period or another period specified under the Contract Option) – this estimate being the "Expected Energy Consumption".

14.2 The Expected Energy Consumption must be as accurate as possible. To the extent that there are any planned or expected outages or maintenance at the Site or any other circumstances occur (including any commencement to the use of, or change to the pattern of use of, any on-site generation) which are likely to result in an increase or decrease in consumption of Energy at a particular Site compared to the Expected Energy Consumption, you must ensure that we are immediately notified in writing.

14.3 Whether or not you have notified us of any changes under clause 14.2, if your actual consumption at the relevant Site(s) during the relevant period referred to in clause 14.1 is more than 10% (ten percent) above or below the Expected Energy Consumption, we will be entitled to recover from you a compensation sum equal to the loss and/or additional costs (if any) that we calculate (acting reasonably) we have incurred as a result of the relevant under or over consumption, taking into account amounts of Energy we may have purchased in advance on the basis of the Expected Energy Consumption and the prevailing spot prices for gas and/or electricity during the relevant period.

#### **15. Personal data**

15.1 We recognise that from time to time we may be processing Personal Data relating to you or certain of your personnel. When that is the case, we will do so in accordance with relevant data processing legislation and our [Privacy Notice](#). You must ensure that where you provide us with Personal Data relating to any other person (whether one of your own personnel or otherwise), the person in question has made been aware of how we will process the relevant Personal Data (per our Privacy Notice) and provided any necessary consents for us to carry out this processing.

#### **16. General**

16.1 These terms and conditions and the Contract Option Confirmation are the entire contract between you and us. You may not rely on any statement that is not contained in them.

16.2 You are not entitled to transfer any of your rights or responsibilities under this Agreement to another person without our written permission. We are entitled to transfer all or any part of the Agreement to another supplier and, if we ask you to do so, you

must promptly enter into any further document that we reasonably consider is necessary to give full effect to a transfer of this kind.

- 16.3 If at any time you do not keep to any part of the Agreement and we do not respond, this does not mean we are not entitled to take action in the future. For example, even if we do not immediately take action to ask you for money that you owe us, this will not stop us doing so in the future.
- 16.4 If a court of other authority (including OFGEM) tells us that a part of the Agreement is not valid, the rest of the Agreement will not be affected.
- 16.5 You can contact us in order to give any notices under the contract by letter or email sent to the following address:- [business@pfpEnergy.co.uk](mailto:business@pfpEnergy.co.uk).
- 16.6 We can contact you in order to give any notices under the Agreement by sending these to the current billing address we have for you, or by using any email address you have provided us with.
- 16.7 Whether we are contacting you or you are contacting us, a letter will be treated as having reached the recipient two Working Days after it was posted to the correct address. An unreturned email will be treated as having reached the recipient on the working day after it was sent.
- 16.8 No provision of this Agreement is intended to be enforceable by any third party i.e. by any person other than you or us.
- 16.9 You agree that we may from time to time, and without further notice, electronically record telephone conversations between your representatives and ours (including our agents) in relation to matters connected with the Agreement.
- 16.10 This Agreement is to be governed by English law and you and we each agree to disputes relating to the contract being dealt with by the English courts.