

## Welcome to SEFE Energy's general terms and conditions for small and medium enterprises

### Your contract

Your **contract**, which includes the **contract option** and these **terms and conditions**, is between us, SEFE Energy Limited ('SEFE Energy') and you, our customer.

These **terms and conditions** apply to all **sites** we **supply** for you unless we replace them with an updated set of **terms and conditions** (see below 'Updates to our **terms and conditions**'). This includes **sites** at which a '**deemed contract**' has arisen. (For more details on **deemed contracts**, please see section 1 of these **terms and conditions**.)

### Interpreting this document

If there is a difference between what is stated in your **contract option** and what is stated in these **terms and conditions**, your **contract option** will take priority, unless we have agreed otherwise in writing with you.

We have highlighted certain words used in these **terms and conditions** in bold. These terms have certain meanings which are shown in the glossary at the back of the document.

These **terms and conditions** form part of your **contract**. Please read them carefully so that you fully understand your responsibilities to us and our responsibilities to you.

### Is your contract right for you?

By entering into this **contract** you confirm that:

- you are using the gas or electricity (or both) for non-domestic purposes;
- you own, or have the right to enter into this **contract** for, each **site** you are asking us to **supply**; and
- the **sites** are not **green deal sites**.

If these circumstances change, you must tell us immediately as we may need to review whether this **contract** is suitable for you and our ability to **supply** you.

### Are you a micro-business customer?

If you are a **micro-business customer**, the terms and conditions for **micro-business customers** in 'Appendix 1' will also apply to you. You should read those terms alongside these **terms and conditions**. Please see section 2.3 of these **terms and conditions** for terms which are specific to **micro-business customers**.

### Updates to our terms and conditions

We may change these **terms and conditions** at any time. We will let you know about any changes.

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# Section 1

## Becoming responsible for a site we currently supply, or receiving supply from us where a contract hasn't been agreed

### 1.1 When would this apply to me?

This section applies if you've become responsible for a **site** (or **sites**) where we currently **supply** energy or there are standing charges which apply to the **sites**, but you haven't agreed a **contract** with us for that energy or standing charges. In these circumstances you have a '**deemed contract**' with us.

You may also have a **deemed contract** if:

- your **supply** has been transferred to us by mistake; or
- **Ofgem** has appointed us as your supplier, and you've not agreed a **contract** with us.

### 1.2 What does this mean for me?

Your **deemed contract** starts when you become responsible for a **site** (or **sites**) which we **supply** or where there are standing charges. These **terms and conditions** apply to your **deemed contract**.

Until we have agreed a **contract** with you, the **charges** that you will pay for energy or the standing charges will be our '**deemed prices**' which we publish on our website.

You can end your **deemed contract** at any time by:

- agreeing a **contract** with us;
- transferring to another energy supplier (you do not have to give us notice); or
- asking us to permanently **disconnect** the **supply** to your **site (or sites)**.

We can make changes to your **deemed contract** (including the **deemed prices**) at any time. We'll take reasonable steps to let you know about the changes (including directing you to our website for details).

### 1.3 Getting a better deal

If you haven't spoken to us about your energy **charges**, it is a good idea to get in touch with us as you may be able to get another deal.

### 1.4 Starting an agreed contract

If you agree a **contract** with us, once that **contract** starts your **deemed contract** will end. Section 1 of these **terms and conditions** will no longer apply (unless the circumstances described in section 1.1 arise) but the rest of these **terms and conditions** will continue to apply to you.

## Section 2

### Switching your supply to us

#### 2.1 When would this apply to me?

This section only applies if:

- you're a new customer; or
- you're an existing customer, but you ask us to provide energy to a **site (or sites)** that we don't already **supply** and we provide a quote for those **sites** (see section 4.1).

#### 2.2 When your contract starts

Your **fixed contract** starts on the date on which you receive an email from us confirming we have accepted the **contract**. (You will then receive a countersigned copy of the **contract**.) The date on which we will start the **supply** is usually a date later than your contract **start date** and is shown in your **contract option**.

When we first agree a **contract** with you we'll also agree an **end date** for your **contract**. In the case of **new connections**, where the **supply** does not begin on the date shown in your **contract option**, we may delay the **end date** by a length of time equal to that by which the start of your **supply** by us has been delayed.

#### 2.3 What is different about my contract if I am a micro-business customer?

As well as these **terms and conditions**, the terms and conditions for **micro-business customers** also apply to your **contract**.

The main difference between those **terms and conditions** and these **terms and conditions** relates to what is known as 'automatic rollover'. All customers can end their **contract** on the **end date**. If you are not a **micro-business customer**, you have to give us three months' notice in order for the **contract** to end on the **end date**, whereas **micro-business customers** do not have to provide us with a written notice in order for the **contract** to end on the **end date**.

If you are not a **micro-business customer** and you do not give us the relevant notice, your **contract** will automatically renew for a further 12 months. However, if you are a **micro-business customer** the **contract** will not automatically renew. Instead, the agreement will be charged at our **out-of-contract rate**.

Please see sections 4.3 and 4.4 for more information on ending your **contract** and automatic rollover.

If you are a **micro-business customer**, you will also:

- receive copies of the **terms and conditions** from us and a statement of the renewal terms which will apply at the **end date** within 10 days of us accepting the **contract**; and
- be contacted at least 60 days before the **end date** with details of the options available to you about your **supply**.

## Section 2

### Switching your supply to us (continued)

#### 2.4 Ending your arrangements with your existing suppliers

It's your responsibility to cancel or end any relevant **contracts** and pay any amounts you owe to any existing suppliers.

If you don't do this, transferring your **supply** to us may be delayed or prevented altogether.

#### 2.5 Setting up your supply with us

We can only start to **supply** you when we've successfully transferred your **site (or sites)** to us from your existing supplier.

We'll take all reasonable steps to complete your transfer to us:

- on the date agreed with you; or
- if no date has been agreed, within 21 days starting from the day after you've entered into a **contract** with us.

Your transfer could be delayed if:

- your existing supplier objects to you changing supplier because you haven't cancelled or ended your **contract** with them;
- your existing supplier objects to you changing supplier because you owe them money;
- we don't have all the information we need to complete the transfer despite taking reasonable steps to get it;
- your **site** is part of an **exempt distribution system**; or
- any other circumstances beyond our reasonable control take place and we have taken all reasonably practical steps to deal with them.

We can cancel your **contract** if:

- we haven't been able to transfer your **site (or sites)** from your existing suppliers for reasons outside of our control; or
- you give us false, incomplete or inaccurate information which we have used in assessing your suitability for us supplying you.

If your transfer is delayed, or we cancel your **contract** for any of the reasons set out in this section 2.5, we will not be legally responsible for any costs that you may have to pay. We will also have the right to invoice you for our losses related to any energy we have bought expecting to **supply** you, or any other costs we have had to pay as a result of the delay. You must pay the invoice within 10 days of the date of the invoice.

## Section 3

### Credit checking and monitoring

#### 3.1 When would credit-checking and monitoring apply to me?

We may carry out a credit check when agreeing a new **contract** with you so we can assess your ability to pay for the **supply** to the **site (or sites)**.

In relation to monitoring, the payment terms set out in your **contract** are based on our assessment of your creditworthiness at the date we accept the **contract**. As a result, we may continuously monitor your creditworthiness during the **contract** to make sure those payment terms are still appropriate. We may also check your credit status when adding a **site (or sites)**, or changing your payment method.

If there is a change of **control** of your business, this may affect your creditworthiness. You need to let us know within 10 **business days** if there is a change of **control**.

#### 3.2 What happens when we do a credit check?

First, we'll check our own records, and then we may ask one or more external credit-reference agencies or fraud-prevention agencies to check their information about you, your partners, officers, directors or joint applicants.

The information that credit-reference agencies hold includes information which is publicly available, information held by Companies House and information from the electoral register.

When we ask credit-reference agencies to carry out a search for us, they will record this on your credit file, whether your application for a **contract** with us is successful or not.

#### 3.3 A credit check with a credit-reference agency – your authorisation to us

You agree that we may give details of your name, address and payment records to one or more credit-reference agencies, and your information will be processed both by us and on our behalf in connection with the **supply** to help us make decisions about your ability to pay for the **supply** to your **site (or sites)**.

If you are a joint applicant or you tell us that you have a husband, wife, civil partner or other financial associate, your credit records may be linked together ('**joint applicants**'). You must get authorisation from the **joint applicant** for you to reveal information about them to us before we carry out any credit checks.

#### 3.4 How this information is used and shared

We and other organisations may access and use the information credit-reference and fraud-prevention agencies give to us to, for example:

- assess your ability to pay for the **supply** to your **site (or sites)**;
- recover debt;
- prevent and detect fraud and money laundering; and
- check your identity.

## Section 3

### Credit-checking and monitoring (continued)

#### 3.5 Your credit status may affect your contract

If as a result of checking and monitoring your credit status during the term of the **contract** we or our credit insurers have reasonable concerns about your ability to pay for the **supply**, we may do any one or more of the following.

- Cancel your **contract** (as long as we haven't started to **supply** your **site (or sites)**)
- Increase the **charges**
- Change the terms of your **contract**
- Tell you to provide a form of credit security
- Tell you to pay using a specific method

If we ask you to provide credit security or pay using a specific method and you fail to do so within five **business days** of our request, we may end this **contract** immediately. You will then be charged at our **out-of-contract** rate. We may also invoice you for the costs we have to pay as a result of ending this **contract** early.

This section 3.5 will not apply if you or your business enters into administration or a **voluntary arrangement** **with** people you or your business owes money to (your creditors).

## Section 4

### Adding sites, moving out, stopping your supply and ending your contract

#### 4.1 Adding sites

If you want to add **sites** to your **contract**, you need to tell us first. We may offer you either a new quote or add the **sites** to your current **contract** as we decide. If you do ask us to quote, sections 2 and 3 will apply to your new **sites**.

#### 4.2 Moving in or out of sites

If you're moving out of or selling a **site**, you need to:

- fill in an end notice and give it to us no later than 30 days before you plan to leave (the '**notice period**'); and
- tell us where to send invoices. If you're a sole trader and have given us your home address, we may use that address to contact you about your invoices.

Even if you have given us an **end notice**, you'll have to continue to pay for the **supply** at the **site** until:

- the end of the **notice period**;
- a new owner or occupier takes over responsibility for the **site**; we or the **transporter** permanently **disconnects** your **site**; whichever is later.

If you let or sublet a **site**, you will be responsible for the **supply** to that **site** unless your tenant or subtenant has entered into a **contract** for **supply** with us. This is also the case where there are multiple tenants or subtenants at one **site**.

#### 4.3 How can I end my contract?

Unless you are a **micro-business customer**, if you have a **fixed contract** you can end your **contract** on the **end date** by giving us at least three months' written notice (a '**termination notice**'). You cannot end your **contract** before the **end date**.

If you are a **micro-business customer**, your **contract** will automatically end on the **end date**. You cannot end your **contract** before the **end date**.

Notices must be in writing. They can be sent by recorded signed for post marked for the attention of the Customer Services Team Leader to our current business address we tell you about. Or, you can email a notice to [Terminations@sefe-energy.com](mailto:Terminations@sefe-energy.com).

We aim to acknowledge your **termination notice** within the following timescales.

- If sent by recorded signed for delivery – within five **business days** from the first day following the day on which we receive the **termination notice**.
- If sent by email – within five **business days** from the day on which we received the email.

If you do not receive an acknowledgement to your **termination notice** within the timescales shown above, please contact us so that we may check our records. If we have not received a **termination notice**, we may ask you to resend it.

If you have a **deemed contract**, you can switch supplier at any time.



## Section 4

### Adding sites, moving out, stopping your supply and ending your contract (continued)

#### 4.4 What happens if I don't send a termination notice?

Unless you are a **micro-business customer**, if you don't send us a **termination notice** to end your **contract** as set out in section 4.3, the **contract** will automatically renew for 12 months. The renewal will be on the basis of your current **charges** unless we have given you a **renewal price**, in which case the **renewal price** will apply to the renewal period of your **contract**.

If you are a **micro-business customer**, your **contract** will not automatically renew. It will continue beyond the **end date** until you enter into a new **contract** or change supplier. However, we will charge you at our **out-of-contract** rate. If your account with us is up to date, you can change supplier at any time. It can take up to 30 days to change supplier.

#### 4.5 When this contract will automatically end

This **contract** will end automatically if:

- you stop trading;
- your business is wound up;
- you go into liquidation; or
- you are a sole trader and you have a bankruptcy order made against you.

#### 4.6 When can you choose to end the contract?

We can choose to end your **contract** if:

- your business goes into administration;
- your business enters into a company **voluntary arrangement**; or
- you, or any member of your firm or partnership, enter into an individual **voluntary arrangement**.

If you do enter into an individual **voluntary arrangement**, we can end this **contract** if:

- the **insolvency office holder** agrees to the termination;
- the court grants permission for the termination; or
- any **charges** for the **supply** that apply after you entered administration or the **voluntary arrangement** took effect are not paid within 28 days, beginning with the day on which payment is due.

We can also end this **contract** for one or more **sites** if:

- keeping to any clause in this **contract** means we would be breaking the law;
- we ask you to put in place appropriate credit support and you fail to do so within the timescales we give (see section 3.5);
- you significantly break the **contract** and the situation cannot be sorted out;
- you significantly break the **contract**, the situation can be sorted out and we tell you about the problem but you fail to take action within 10 **business days** of the notice;
- you transfer a **site** to someone else without our permission or you are no longer the owner of a **site**; or
- **Ofgem** chooses another supplier to provide energy to the **site** (or **sites**).

## Section 4

### Adding sites, moving out, stopping your supply and ending your contract (continued)

#### 4.7 Your contract ends due to an event outside of our or your control

If an **event outside of our or your control** continues for more than three months, either of us may give written notice to end or cancel the **contract**. Please see section 13.3 for more information on **events outside of our or your control**.

#### 4.8 What happens when my contract ends?

You need to make arrangements to transfer to another supplier on the **end date**. If we still **supply** you after the **end date**, these **terms and conditions** continue to apply and we will charge you at our **out-of-contract** rate until you transfer to another supplier or your **supply** has been permanently **disconnected**.

Ending your **contract** won't affect any outstanding rights or obligations you or we have under it. Any unpaid invoices and interest have to be paid to us immediately. If we do not receive immediate payment, we will have the right to take the amounts you owe from any refund we may owe you as a result of ending the **contract**. We will also issue an invoice based on the closing **meter** reading, which you must pay when you receive it. If the closing **meter** reading is not available, we may use the new supplier's **meter** reading. We also have the right to invoice you for any costs or losses we suffer as a result of the **contract** ending early, except if the **contract** has ended as a result of our failure to keep to the terms of this **contract** or where the **contract** has ended in line with section 4.7. We may take these amounts and costs from any refund that we may owe you.

Our rights under this section 4.8 will stay in force even after this **contract** has ended.

#### 4.9 When can you delay or prevent me from switching supplier?

If on ending your **contract** you are choosing to move your **supply** to another supplier, we may delay or prevent you from switching if:

- the transfer date is before the **end date** of any **fixed contract** you've agreed with us;
- the transfer date is less than 30 days from the date you told us you wanted to end your **contract** with us;
- you have an outstanding balance on your account;
- the new supplier has told us that there's been a change of tenancy at the **site** but we have reason to believe this is not the case; and
- you ask us to stop the transfer.

Our rights under this section 4.9 will stay in force even after this **contract** has ended.

# Section 5

## What you have to pay

### 5.1 What are your charges?

If you have a **fixed contract**, you will pay the **charges** shown in the **contract option**. We can change your **charges** in any of the situations set out in section 5.2 below. You may also have to pay other **charges** if any of the circumstances set out in section 5.3 take place.

### 5.2 When can you change my charges?

We can change your **charges** if the information we based them on changes.

For example:

- you move, add or remove a **site (or sites)**;
- you change your payment method;
- you make changes to your **supply**; or
- we find that the information you gave us is incorrect, false or incomplete.

We may also change the **charges** as a result of changes to, or the introduction of, taxes, levies, legislation, regulations or orders (including but not limited to a change in the rate of **VAT** or **CCL**), or any regulatory changes, that result in increased costs to us.

### 5.3 Extra charges

We can **charge** extra if:

- you fail to keep an appointment with us or our **agent** and we suffer costs as a result;
- you pay using a 'commercial' credit or debit card (in which case we may add an amount that is equal to our extra banking costs of processing the payment – a "commercial card" is a card that is issued to a business (whether to a company, a partner in a partnership or a sole trader) or a public body, is used to pay business expenses, and any payments must be charged directly to the account of the business or public body);
- your bank fails to honour your Direct Debit when we attempt to collect a payment;
- we attempt to cash a cheque and there are not enough funds in your account;
- you fail to keep to any of your obligations under the **contract** and we suffer costs as a result; or
- we are charged by a third party as a result of action that you have taken. An example is if you decide to remove the existing **meter** from your **site** and replace it with an alternative **meter** and the owner of the **meter** you have removed charges us a termination payment. In this scenario, we will charge you the amount of the payment we make to them.

It is your responsibility to pay taxes (including **VAT**), levies, duties, imposts (compulsory payments) and other **charges** which arise in connection with supplying gas or electricity under this **contract**. You must refund us if for any reason we have to pay any interest, penalties, liabilities and expenses (including reasonable legal expenses) as a result of your delay in paying them.

We charge **VAT** at the standard rate for energy unless your business is entitled to receive the **supply** at the reduced rate of **VAT**. You must give us a valid **VAT** declaration form to show that you are entitled to the reduced rate of **VAT**. We will not accept a **VAT** declaration form signed by someone other than you even if you provide a valid letter of authority. If you provide incorrect information to us and are charged an incorrect amount of **VAT**, we will not be legally responsible and you will have to pay any amount of **VAT** owed.

## Section 5

### What you have to pay (continued)

#### 5.4 Climate change levy (CCL)

We will charge you **CCL** unless:

- you send us completed supplier certificates, which we must receive no later than five **business days** before your application;
- your **supply** is less than the '**de minimis limit**' (the minimum limit set by HMRC) each day, worked out as a percentage, for the period of the invoice; or
- you take **supply** from **renewable energy** sources (see section 9.2 below), in which case you will not be charged **CCL** on the percentage of energy from **renewable energy** sources, but will be charged an amount equivalent to or less than **CCL** to reflect the costs we have to pay in exempting your **supply** from **CCL**.

We cannot backdate reduced **CCL** and we will not be legally responsible in any way as a result of receiving your **supplier certificates** later than five days before your application.

#### 5.5 Authorised supply capacity (ASC) charges (electricity only)

If your ASC increases or is different to the ASC we included in your **price**, we may pass any increase to you in the difference between the ASC set when you entered into the **contract** and your actual ASC at the published **network operator** rates.

#### 5.6 Excess capacity charge (electricity only)

If you go over your ASC, we may pass on to you any excess capacity charges the **network operator** charges us, at the published **network operator** rates.

#### 5.7 Maximum consumption

You must not go over the **maximum consumption** without our written permission. We do not have to **supply** you volumes over the **maximum consumption**. If you think you may go over the **maximum consumption**, you must give us at least six weeks' written notice of the consumption you will need. If we can meet your request, we will tell you the **price** for the **supply**. We will also have the right to charge you any more costs we have to in making the **supply**.

# Section 6

## Invoices

### 6.1 What we send you

We'll send you an invoice for the **price** of the **supply** and you will pay it in cleared funds within 10 days of the date of the invoice by Direct Debit or as otherwise agreed in the **contract option**.

We can change how often and the method by which we send you invoices by writing to you to tell you about the changes.

### 6.2 Estimated invoices and inaccurate information

We may need to base your invoice on our reasonable estimate of your consumption if:

- a **meter** reading or consumption data is unavailable;
- in our reasonable opinion, a **meter** reading or consumption data is inaccurate; or
- we do not receive the information we need from any relevant person (such as your **meter** operator).

You have to pay this invoice.

If at any time we discover that any invoice has been based on inaccurate or incomplete information, or accurate readings or data becomes available, and you owe us money, we will include any extra amount that you owe us in subsequent invoices.

If you have overpaid, we will credit any overpayment received from you against future invoices. We may also choose to send you a revised invoice after we receive the accurate information

If you are a **micro-business customer** and we make a mistake which results in us not invoicing you correctly, we will not ask you to pay any **charges** for **supply** that could reasonably relate to gas or power used more than 12 months ago. We may invoice you for those **charges** if you have behaved unreasonably or prevented us from getting any information that we need to invoice you.

The following are examples of where you may have behaved unreasonably. You should note this is not a full list.

- There is a problem with your **meter**, we have made reasonable requests to access the **meter** and you have not allowed us that access.
- You have not allowed us access to your **meter** so we can take a **meter** reading.
- You have acted unlawfully and tampered with your **meter**, or you have not kept your **meter** in working order.
- You have unreasonably avoided payment.
- You have acted unreasonably in preventing us from accurately billing your account.

### 6.3 If you disagree with our invoice

Please contact us in line with section 13.12. You must tell us the amount you dispute and your reasons for disputing it. You must pay any undisputed part of the invoice as set out in section 7.1.

If you have chosen to benefit from consolidated billing (in other words, you receive invoices containing **charges** for more than one **site**), and you have a genuine dispute about any amount, you must pay the whole invoice. We will negotiate with you the disputed amount. If the outcome of these discussions means that we owe you an amount, we will include it as a credit on your next invoice.

# Section 7

## Paying us

### 7.1 Paying us on time

You need to make sure that you pay invoices we send to you in full and that your payment reaches our account within 10 days of the date on your invoice or as otherwise agreed in the **contract option**. If you pay by monthly Direct Debit or bank transfer and your bank doesn't meet a payment because you don't have enough funds available or because you have cancelled the Direct Debit or bank transfer, you must make other arrangements to pay any outstanding balance immediately and we may change your payment method immediately.

If you do not make other arrangements to pay any amount you owe immediately on your account, section 7.3 will apply.

We may also charge you a fee for paying by certain methods or if your payment method fails (see section 5.3).

### 7.2 Using the payments we receive from you

We will use payments we receive from you to pay off the oldest part of any outstanding balance you have for the **supply** first. We may also use any money we owe you to pay any amounts you owe us.

If we agree a payment arrangement, we may use your payments to cover ongoing repayments of the outstanding balance on the account. We will continue to invoice the **charges** for the ongoing **supply**.

If you're in credit for a **site (or sites)**, we may use this credit to set off a debit balance on another **site (or sites)** we **supply** you at.

### 7.3 If you don't pay us

If you don't pay us on time, we can do the following.

- Change how often we send you an invoice.
- Charge you interest on the outstanding balance on your account. We work out interest on the overdue amount from the due date for payment until you make the full payment at the yearly rate of 3% above the base lending rate of Barclays Bank plc. This will build up on a daily basis and is compounded every three months. (In other words, interest earns interest and is added together to form one amount.)
- Charge you a fixed sum.
- Cancel your **contract** and **disconnect** your **supply**.
- Issue legal proceedings against you to recover any amount owed.

If one of the above applies:

- we may charge you our costs, including our credit-management costs; and
- you may still have to pay standing **charges** even if your **site (or sites)** are **disconnected** or you're not using any energy.

# Section 8

## Meters and access

### 8.1 Meters, equipment and your responsibilities

Your **supply** will have **equipment**, including a **meter**, associated with it.

It is your responsibility to make sure that the **equipment** installed at your **site (or sites)** is suitable for **supply**. Where relevant, you must have appropriate services and utilities, protected against damage, and keep to all laws and regulations which apply, kept in good order, properly maintained and adequately insured. If this is not the case, or if we have to do anything to make sure the **supply** to the **site (or sites)** or the **equipment** is safe, we will arrange to install, maintain or replace the **equipment** as necessary. You will be invoiced for our costs in carrying out this work.

If your **equipment** needs to be changed, for example, due to the requirements of your business, or it needs replacing, or you upgrade your **equipment**, you will have to pay for this. You must tell us about these changes for the purposes of our records as soon as reasonably possible.

### 8.2 What if I suspect damage or interference with the equipment?

You must tell us as soon as possible if you suspect there has been any damage to the **equipment** or it has been interfered with. When we ask, you must pay us all costs we have to pay as a result of the damage or interference.

### 8.3 What if my meter is a half-hourly meter?

If your **meter** is a half-hourly **meter**, you must enter into a **contract** with a **meter operator** before the **start date** of your **contract**.

### 8.4 What if I am a meter owner?

If you provide your own **meter**, you will be responsible for your **equipment** on your **sites** and must make sure you keep to all requirements of this section 8.

### 8.5 Meter readings

We will appoint an **agent** to read the **meter** in line with normal industry meter-reading cycles.

If you want to give us **meter** readings (either taken by you or another supplier) you must make sure that they are:

- taken in line with industry meter-reading cycles which apply;
- taken within the timescale we tell you about; and
- in a format that can be sent electronically and loaded onto our systems.

If the **meter** readings you provide do not keep to these requirements, we may invoice you for the costs we have to pay in appointing an **agent** to read the **meter**.

We also have the right to use a different **meter** reading from the one you give us if we read the **meter** ourselves and get a reading that is different from yours.

## Section 8

### Meters and access (continued)

#### 8.6 Consumption data

This section gives you notice that we plan to gather information that shows us the quantity of gas, electricity or both supplied to the **site (or sites)** in any one or more periods of less than one month (the '**granular data**') and that we may use this **granular data** to help us to provide energy services under this **contract**.

You may at any time object to us gathering the information by sending us a written notice (which may be given by email). If you object, we will only:

- collect or store the **granular data** as far as we need to meet our obligations under the **contract**; and
- collect or store the **granular data** as far as we need to meet our licence conditions.

#### 8.7 Smart metering

If we or our **agent** contact you to arrange to install **smart metering equipment** at your **site (or sites)**, you'll allow us or our **agent** reasonable access to complete the installation without delay.

If you want us to give you information from the **smart metering equipment**, we may agree to do so. We may charge you for providing this information.

#### 8.8 Meter access

You will allow us and our **agents** safe and reasonable access to the **meter** points. If you unreasonably deny us or our **agents** access and, as a result, we are unable to keep to our obligations, we may ask you to pay any costs we have to pay as a result.

#### 8.9 Faulty meters

If either of us suspects that the **meter** is faulty, we will tell the other as soon as reasonably possible. We will arrange for it to be tested. If the **meter** is faulty and is owned by the **transporter**, our **agent** or we will be responsible for the costs of carrying out the test.

If the **meter** is not owned by either us, our **agent** or the **transporter**, you will be responsible for the costs. If the **meter** is found to be faulty and we owe you any amounts, we will credit your account or refund you if we choose. If you owe us any amounts, you must pay us what you owe.

If we find that there is no fault with the **meter**, the party (you or us) that told the other about the suspected fault will cover the costs of carrying out the test.

Until it has been decided that a **meter** is faulty, you must continue to pay for the **supply** under this **contract**. A suspected fault does not entitle you to withhold payment for the **supply**.



## Section 8

### Meters and access (continued)

#### 8.10 Disconnecting, isolating or de-energising your supply

If you want us to **de-energise** or **isolate** your **meter**, you can ask us to do this. You will have to pay our costs of doing so. You must give us at least two months' written notice. You are responsible for paying the **price** until the end of the two-month notice period, or until the **site (or sites)** is **de-energised** or **isolated**, whichever is later.

We may also **de-energise**, **isolate** or **disconnect** your **meter** in the following circumstances.

- If we end the **contract** because you have broken the **terms and conditions**.
- If no energy is used for six months in a row.
- For safety reasons, including for maintenance and repair.
- To avoid inference with the supply to another person's supply.
- If you are in administration or have entered into a **voluntary arrangement** and the **insolvency office holder** does not give a personal guarantee that they will pay our **charges** if we continue to **supply** you with within 14 days of receiving our request for a guarantee.
- If your actions (or failure to act on a reasonable request) cause us (or are likely to cause us) to break our electricity or gas supply licences or any other laws which apply.
- If we reasonably believe you've acted fraudulently.

We'll usually charge you our costs for doing this.

You'll continue to be responsible for the **price** until your **site (or sites)** is permanently **disconnected** from the distribution network.

We'll try to give you notice but in some circumstances, for example if there is danger to life or property, we may **de-energise**, **isolate** or **disconnect** your **supply** without notice.

# Section 9

## Your supply

### 9.1 Conditions of supply

We can only **supply** you if:

- we have a relevant licence to **supply** the **site (or sites)** in line with the relevant **act**<sup>1</sup>;
- the relevant **transporter** approves the **supply**;
- we are registered as the sole supplier for each **meter**;
- you give us the relevant **meter number** for each **meter**; and
- the **sites** are connected to a **transporter's** network.

### 9.2 Renewable energy

You agree that we can, from time to time, **supply** you with electricity under a product that is exempt from the **climate change levy (CCL)**. This means that the electricity we **supply** you with is certified as being from a **renewable energy** source, and so you will not have to pay the **CCL**.

If you want us to source electricity from **renewable energy** sources, you must tell us about this before signing the **contract option** and make sure that it has been included in the **contract option**. We will do what we reasonably can to meet your request. However, if we cannot **supply** you with this electricity, we will **supply** you with electricity from non-renewable energy sources.

If we **supply** you with **renewable energy**, we confirm that the amount of electricity we **supply** from **renewable energy** sources in each **averaging period** will not be more than the amount of electricity we buy from **renewable energy** sources in that same **averaging period**.

### 9.3 Ownership and risk

The ownership of the gas or electricity will pass to you at the **meter**. Once at the **meter**, the gas or electricity is at your risk.

### 9.4 Demand-side response (DSR) payments

If the **site (or sites)** at which we **supply** you are covered by **firm load shedding** due to a **gas-deficit emergency**, we will pay you a **DSR payment**. We will make the **DSR payment** as soon as reasonably possible after we receive the payment from the relevant gas shipper.

### 9.5 Standard Offtake Quantity (SOQ) changes

If one or more of your **sites** is a daily metered **site**, you must tell us as soon as possible if the **SOQ** changes at any time during the term of this **contract**.

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<sup>1</sup> <https://www.legislation.gov.uk/ukpga/1986/44/section/7A>  
<https://www.legislation.gov.uk/ukpga/1989/29/section/6>

# Section 10

## Emergencies and restricting supply

### 10.1 Emergency contact details

If we **supply** you with gas, you must give us, at least 28 **business days** before the **start date**, the name, phone and fax numbers of three representatives who we can contact in an emergency for each of the **sites**. You must let us know immediately about any changes to these details.

### 10.2 What do I do in an emergency?

You must contact the **transporter** immediately if a loss of **supply** causes, or you reasonably believe may cause, an emergency or critical situation. You can find emergency contact details for **transporters** on your invoice or on our website at [www.sefe-energy.co.uk/](http://www.sefe-energy.co.uk/).

### 10.3 Restrictions on supply

If we are given a direction under section 2(1)(b) of the Energy Act 1976<sup>2</sup> (or other similar amendment or supplementary statutory provision or regulation) preventing or restricting the **supply** of gas, electricity or both to certain people then, for as long as the direction is in force and as far as is necessary for the purposes of, or in connection with, the direction:

- we will be entitled to discontinue or restrict the **supply** of gas, electricity of both to the **site (or sites)**; and
- you will not use, or will restrict your use of gas or electricity (or both) when told that you should do so.

The notice under this section 10 may be by email or phone.

You should also be aware that the **network operator** can discontinue or restrict your **supply** in some circumstances.

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<sup>2</sup> <https://www.legislation.gov.uk/ukpga/1976/76/section/2>

# Section 11

## Confidential information and using personal information

### 11.1 Confidential information - what are your and my obligations?

You and we agree to keep the terms of this **contract** and any information relating to it confidential, including any information about each other's business that we may become aware of as a result of entering into and during the term of the **contract** (the '**confidential information**'). You and we agree not to share **confidential information** with anyone else. You and we may reveal **confidential information**:

- if we are told to by law, court order or any governmental or regulatory authority;
- to employees, professional advisers, agents and sub**contractors** as long as they agree to keep the information confidential;
- which is already publicly available (other than if it means breaking this section); or
- with the other's written permission.

We and you must not use **confidential information** other than to carry out your or our obligations under the **contract**.

Both you and we must continue to keep to this section 11.1 after this **contract** has ended.

### 11.2 Using your personal information

In section 3 we explained how we will use your **personal information** and the **personal information** of **joint applicants** for the purposes of checking-credit and monitoring.

We or our **agents** may also use **personal information** to:

- carry out our obligations under this **contract**;
- contact you (including by post, email, phone, text or other forms of electronic communication) to provide information, products or services which we believe may interest you, or to carry out market research (except where you have asked that the relevant individuals are not contacted for those purposes);
- carry out quality-assurance checks;
- help to prevent and detect fraud; and
- reveal the **personal information** for legal or regulatory reasons.

We may monitor and record any communication we have with you, including phone conversations and emails, for quality-assurance purpose.

The data controller of the **personal information** will be SEFE Energy Limited.

# Section 12

## Our responsibility for loss or damage (liability)

### 12.1 When we are legally responsible

We are legally responsible if:

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

### 12.2 Our legal responsibility in other circumstances

In all other cases, our legal responsibility will be as follows:

- we will not be legally responsible if you suffer any loss of actual or expected profit, income, business **contracts**, production, goodwill, any indirect loss or damage, or any special loss or damage (the '**excluded losses**'). This is the case even if we were aware at the time of entering into this **contract** that loss of a type falling within the excluded losses was a likely result of us breaking our obligations under the **contract**.
- we will not pay you more than six times the average monthly **charges** that you have paid for your **supply** for every claim you have against us while we are or were your supplier.
- we will not be legally responsible for any loss which is caused by you not keeping to your responsibilities under the **contract**.

Each section above applies separately. If one of the sections above, or any other section of these **terms and conditions**, becomes invalid or cannot be enforced for any reason, the other sections will still apply.

This section 12 will stay in force, and we will be able to rely on it, even after this **contract** has ended.

# Section 13

## General terms

### 13.1 Enforcing the contract

If at any time we choose not to enforce any part of this **contract**, this will not stop us from doing so in the future.

### 13.2 Events outside of our or your control

Neither you nor we will be responsible for failing to keep to any term of this **contract** (other than a failure to make any payment), if this is caused by any event or set of circumstances which is outside of our or your reasonable control (an '**event outside of our or your control**'). An **event outside of our or your control** will include (but not be limited to), any event or set of circumstances that qualifies as 'Force Majeure' under the **Uniform Network Code**<sup>3</sup>.

If either of us is affected by an **event outside of our or your control**, you or we will not have broken this **contract** if you or we:

- promptly tells the other by phone and email about the nature and extent of the **event outside of our or your control** which is causing the failure or delay in performance; and
- have taken all reasonable steps to reduce, as far as possible, the effect of the **event outside of our or your control** and to carry out obligations under this **contract** in any way that is reasonably possible.
- The affected person will continue to carry out their obligations as soon as reasonably possible.

If the **event outside of our or your control** continues for more than three months, either of us may give written notice to the other to end this **contract**. The notice to end the **contract** must give the **end date**, which must not be less than 15 calendar days after the date on which the notice is given. Once a notice to end the **contract** has been validly given, the **contract** will finish on the **end date** set out in the notice.

If an **event outside of our or your control** takes place, we will each pay half of any loss we suffer from selling the gas, electricity or both (as relevant) that has not been supplied to you but which we had arranged expecting to **supply** you. We will invoice you for the amount and you must pay us in line with section 7.1. If we make a gain as a result of selling the gas, electricity or both, we will share half of the gain with you by adding a credit to your account.

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<sup>3</sup> [https://www.gasgovernance.co.uk/sites/default/files/ggf/page/2018-03/General%20%28Consolidated%2C%20printable%20version%29\\_0.pdf#page=493](https://www.gasgovernance.co.uk/sites/default/files/ggf/page/2018-03/General%20%28Consolidated%2C%20printable%20version%29_0.pdf#page=493)

# Section 13

## General terms (continued)

### 13.4 Changes to your contract

Unless we say differently in these **terms and conditions** that we can make changes to the **contract** (changes to the **terms and conditions** themselves or changes to the **charges**), this **contract** may only be changed by an agreement in writing signed by you and us, or approved by both of us by email.

### 13.5 Entire agreement

These **terms and conditions** and the **contract option** form the whole agreement between us (unless you are a **micro business customer** in which case those terms will also apply) and replace any previous arrangement, understanding or **contract** between us for the **supply**. If there is any difference between any of these documents, they have the following priority – the **contract option** then the **terms and conditions**.

### 13.6 Not relying on a statement

We each acknowledge that, in entering into this **contract**, neither of us has relied on any statement, representation, assurance or warranty other than as included in this **contract**.

### 13.7 Transferring rights and responsibilities

You may not transfer any of your rights or responsibilities under this **contract** to another person without getting our written permission first. We may at any time:

- (i) transfer our rights and obligations under this **contract** to another licensed supplier of gas or power (depending on whether this **contract** is for supplying gas, or supplying power) ; and
- (ii) subcontract all or any of our rights or obligations under this **contract**.

### 13.8 Third party rights

A person who is not directly involved in this **contract** will not have any rights under or in connection with it.

### 13.9 National terms of connection (electricity supply only)

We are acting on behalf of your **network operator** to make an agreement with you. The agreement is that you and your **network operator** both accept the National Terms of Connection ('**NTC**') and agree to keep to its conditions. This will happen from the time that you enter into this **contract** and it affects your legal rights. The **NTC** is a legal agreement. It sets out rights and duties in relation to the connection at which your **network operator** delivers electricity to, or accepts electricity from, your home or business. **In the case of some non-domestic sites, as further described in the NTC, the NTC will also include site-specific connection terms agreed with a previous owner or occupier of the site. Your network operator will be able to tell you whether or not site-specific connection terms apply.** If you want to know the identity of your **network operator**, or 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, or phone 0207 706 5137 or see the website at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

# Section 13

## General terms (continued)

### 13.10 Communications and notices

A notice or other communication we or you may give must be addressed to:

- for you – your broker (if a broker was used to negotiate the **contract**) or to your registered or business address;
- for us – to the following address or email (unless we give you a replacement address or email):

Customer Services

5<sup>th</sup> Floor, SEFE Energy

No.8 First Street, Manchester, M14 4RP 3GY.

Email: [enquiries@sefe-energy.com](mailto:enquiries@sefe-energy.com)

Notices must be in writing and delivered by first-class post or by email. Letters sent by first-class post will be assumed to have arrived on the second day after they were posted. Notices by email will be assumed to have been received on the day they were sent.

This section 13.10 will not apply if any legal proceedings are served.

### 13.11 Time

All references to time in this **contract** are to the time in the United Kingdom

### 13.12 Dispute resolution

If any dispute arises in connection with this **contract**, you and we will first attempt to deal with it in line with our customer complaints procedure which is available on our website. If we are unable to settle the dispute, either you or we may bring a claim against the other in the courts.

### 13.13 Governing law and jurisdiction

This **contract** is governed by English law. You and we both agree that any dispute will be dealt with by the English courts.

These sections 13.1 to 13.13 will stay in force even after this **contract** has ended.



# Section 14

## Glossary

In this **contract**, when the following words are shown in bold they have the meanings described below:

“**Act**” or “**Acts**” means the Gas Act 1986<sup>4</sup> for the supply of gas and the Electricity Act 1989<sup>5</sup> for the supply of electricity.

“**Advanced meter**” means a gas or electricity **meter** that either on its own or with another device (which keeps to any relevant industry requirement) provides measured gas or electricity consumption data for multiple time periods, and can provide that information remotely.

“**Agent**” means a **data collector, meter reader, meter-asset manager, data aggregator, meter-asset provider, or a meter operator** (as relevant), together with any other person appointed to act for or on behalf of one of us.

“**AQ**” means the annual quantity of gas in kilowatt hours (KWh) as decided by the relevant **transporter**.

“**Authority**” means the Gas and Electricity Markets Authority (GEMA) or **Ofgem** as appropriate.

“**Averaging period**” has the meaning given to it in paragraph 20 of Schedule 6 of the Finance Act 2000.<sup>6</sup>

“**Business day**” means any day on which the clearing banks in the City of London are open.

“**Charges**” means the amount you must pay us as shown in or worked out in line with the **contract option** and these **terms and conditions**.

“**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<sup>7</sup>.

“**Control**” means the power to direct your business, whether as a result of share ownership, voting powers or powers given under any document regulating your business.

“**Confidential information**” has the meaning given to it in section 11.1.

“**Contract**” means the **contract** between you and us, which includes these **terms and conditions** and the **contract option**.

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<sup>4</sup> <https://www.legislation.gov.uk/ukpga/1986/44/contents>

<sup>5</sup> <https://www.legislation.gov.uk/ukpga/1989/29/contents>

<sup>6</sup> <http://www.legislation.gov.uk/ukpga/2000/17/schedule/6>

<sup>7</sup> <http://www.legislation.gov.uk/ukpga/2000/17/schedule/6>

# Section 14

## Glossary (continued)

“**Contract option**” means the document containing your business details and details of the product, which you sign to show you accept the **contract**.

“**Data aggregator**” means someone who receives information from the **data collector** and the **meter operator** and gathers it together so suppliers can agree the volume of electricity supplied.

“**Data collector**” or “**meter reader**” means someone who collects data from the **meter**.

“**Deemed contract**” means the **supply contract** between us that is governed by **deemed prices**.

“**Deemed prices**” are the **prices** we charge you for using gas or electricity (or both) under a **deemed contract**.

“**De-energise**” means to stop the flow of electricity from a **meter**.

“**Default system marginal price**” has the meaning set out in the **Uniform Network Code**<sup>8</sup>.

“**De minimis limit**” means the maximum amount, per kWh, of electricity or gas supplied each day that does not benefit from any exemption from **CCL** under Schedule 6, Article 9.1 of the Finance Act 2000.<sup>9</sup>

“**Delivered volume**” means the volume of gas, electricity or both that we deliver to you at your **site** (or **sites**).

“**Disconnect**” means removing the **supply** to a **meter** (which may include removing the **meter**).

“**DSR payment**” has the meaning given to it in the **Uniform Network Code**<sup>10</sup>.

“**EAC**” means the estimated annual consumption of electricity in kWh which you have estimated.

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<sup>8</sup> <https://www.gasgovernance.co.uk/sites/default/files/ggf/page/2018-03/Transportation%20Principal%20Document%20%28Consolidated%2C%20printable%20version%29.pdf#page=226>

<sup>9</sup> <http://www.legislation.gov.uk/ukpga/2000/17/schedule/6>

<sup>10</sup> <https://www.gasgovernance.co.uk/sites/default/files/ggf/page/2018-03/Transportation%20Principal%20Document%20%28Consolidated%2C%20printable%20version%29.pdf#page=596>

## Section 14

### Glossary (continued)

“**End date**” means the date on which the **supply** will stop. This is:

- (i) as shown in the **contract option**, the latest ‘**end date**’ listed for the **site** (or **sites**); or
- (iii) if this **contract** ends in line with its terms, the date explained in section 4.2. The **end notice** must contain:
  - your customer number;
  - your name and address;
  - the date on which you will leave the **site (or sites)**;
  - the name and address of the person or business taking responsibility for the **site (or sites)**; and
  - any contact details for them you may have.

“**Equipment**” means any part of the **meter** installation, including a **meter**, **smart metering equipment**, data loggers, mains, pipes, telecommunications or other equipment provided for the purpose of supplying and measuring the quantity of **supply**.

“**Event outside of our or your control**” has the definition set out in section 13.2

“**Exempt distribution system**” has the definition set out in the **act**<sup>11</sup>.

“**Fixed contract**” is a **contract** where the **price** we charge for supplying energy is fixed for a period of time. The **price** in a **fixed contract** can still change in certain situations – see sections 5.2 and 5.3.

“**Firm load shedding**” has the meaning given to it in the **Uniform Network Code**<sup>12</sup>.

“**Gas deficit emergency**” has the meaning given to it in the **Uniform Network Code**<sup>13</sup>.

“**Granular data**” has the meaning given to it in section 8.6

“**Green deal payments**” has the meaning given to it in the Energy Act 2011<sup>14</sup>.

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<sup>11</sup> <https://www.legislation.gov.uk/ukpga/1989/29/schedule/2ZA>

<sup>12</sup> <https://www.gasgovernance.co.uk/sites/default/files/ggf/page/2018-03/Transportation%20Principal%20Document%20%28Consolidated%2C%20printable%20version%29.pdf#page=575>

<sup>13</sup> <https://www.gasgovernance.co.uk/sites/default/files/ggf/page/2018-03/Transportation%20Principal%20Document%20%28Consolidated%2C%20printable%20version%29.pdf#page=555>

<sup>14</sup> [http://www.legislation.gov.uk/ukpga/2011/16/pdfs/ukpga\\_20110016\\_en.pdf](http://www.legislation.gov.uk/ukpga/2011/16/pdfs/ukpga_20110016_en.pdf)

# Section 14

## Glossary (continued)

“**Green deal site**” means a **site** for which **green deal payments** are owed to a **green deal provider**.

“**Green deal provider**” has the meaning given to it in the Energy Act 2011<sup>15</sup>.

“**Group company**” means a subsidiary of ours, any holding company of ours, and any subsidiary of any holding company of ours (and subsidiary and holding company have the meanings given to them in the Companies Act 2006).

“**Insolvency office holder**” means the administrator or the supervisor of the **voluntary arrangement** (whichever applies).

“**Isolate**” means where no gas can flow directly or indirectly from the **transporter’s** network

“**maximum consumption**” means:

- (i) the maximum amount of gas, electricity or both that will be needed to **supply** the **site (or sites)** in any period as shown in the **contract option**; or
- (ii) if your **contract** is agreed verbally, 120% of the **EAC** or the **AQ**, whichever applies for the relevant **site**.

“**Meter**” means the **equipment (including advanced meters)** measuring the amount or gas of electricity you use at a **site**.

“**Meter-asset manager (MAM)**” means someone who manages the performance and safety of a **meter** during its life cycle.

“**Meter-asset provider**” means someone who provides a **meter** to you.

“**Meter number**” means the unique meter-reference number the **transporter** gives to each **meter** (an MPRN for a gas **meter** and a **supply** number for an electricity **meter**).

“**Meter operator**” means a **meter-asset manager** or **meter-asset provider**.

“**Micro-business customer**” means a customer:

- (i) if the **contract** is for supplying gas, uses less than 293,071 kWhs of gas a year or, if the **contract** is for supplying electricity, uses less than 100,000 kWhs of electricity a year; or
- (ii) who has fewer than 10 employees and an annual turnover or annual balance sheet total of less than two million euros (€2,000,000).

“**Network operator**” has the meaning given in National Grid’s Grid Code. This is the code that governs the operation of the electricity transmission system.

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<sup>15</sup> <http://www.legislation.gov.uk/ukpga/2011/16/part/1/chapter/1/enacted>

“**New connections**” means providing infrastructure to connect your **site** to a **transporter’s** network.

“**Ofgem**” means the Office of Gas and Electricity Markets, which regulates electricity and gas markets in Great Britain

“**Out-of-contract rate**” means the rate we charge customers for **supply** when they have not transferred supplier, even though their **contract** with us has ended.

“**Personal information**” means any personal information we hold about you (if you are an individual) or any individuals you employ (including directors, employees or other staff), such as names, addresses and email addresses.

“**Price**” means the **charges** and any other amounts which we have the right to include in an invoice (without taking off any amounts) together with any **VAT** or **CCL** due.

“**Renewable energy**” means energy generated from renewable electricity sources that is exempt from **CCL** in line with paragraph 19 of Schedule 6 of the Finance Act 2000.<sup>16</sup>

“**Renewal price**” means the **price** that we quote to you for **supply** for a subsequent **supply** period.

“**Site**” means the site or property we **supply**.

“**Smart metering equipment**” means any of the following (whichever applies):

- a data-logging device for connection to a **meter**;
- a communications-capable smart metering system, which keeps to any relevant industry requirements; or
- an **advanced meter**.

“**SOQ**” means the **supply** offtake quantity of the **meter**, which represents the daily **maximum consumption** for the **meter** (in other words, the amount of **supply** the **meter** can physically take off the network).

“**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**, whichever is later; or
- (ii) for a **deemed contract**, the date on which we become registered as the supplier.

“**Supplier certificate**” means any certificate, document or evidence needed by HM Customs & Excise, which shows the amount of your **supply** which is eligible for relief from **CCL** under Schedule 6, Article 125 of the Finance Act 2000 and HMRC Notice **CCL1/3** Reliefs and special treatments for taxable supplies. This includes the **CCL PP11** exemption certificate.<sup>17</sup>

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<sup>16</sup> <http://www.legislation.gov.uk/ukpga/2000/17/schedule/6>

<sup>17</sup> <http://www.legislation.gov.uk/ukpga/2000/17/schedule/6>

“**Supply**” means the supply to you of gas, electricity or both as identified in the **contract option**.

“**Supply period**” means the period from the **start date** to the **end date**.

“**Terms and conditions**” means these **terms and conditions** governing the **supply** to you.

“**Termination notice**” means a notice given by you to end the **contract** in line with section 4.3 above.

“**Transporter**” means the owner of the relevant transport system, distribution system or transmission system.

“**Uniform Network Code**”<sup>18</sup> means the code prepared by the Joint Office of Gas Transporters, as amended from time to time.

“**VAT**” means value added tax as described in the Value Added Tax Act 1994.

“**Voluntary arrangement**” means either a company voluntary arrangement or an individual voluntary arrangement, whichever applies.

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<sup>18</sup> <https://www.gasgovernance.co.uk/TPD>

# Appendix 1

## Principal terms and conditions for micro business customers

### How long is my contract for?

Your **contract** is for a fixed term. This starts on the **start date**, and ends on the **end date**.

You can find full **terms and conditions** in sections 1 to 4.

### How much will I have to pay for the supply?

We will try not to change your **charges** during your period of **supply**. However, we may change the **charges** as a result of changes to, or the introduction of, taxes, levies, legislation, regulations or orders (including a change in the rate of **VAT** or **CCL**), or any regulatory changes, that result in increased costs to us. We have the right to pass these on to you unless we have said otherwise in the **contract option**.

For information on your current **charges**, please see your latest invoice or contact our customer service team on 0161 8373 395.

You can find full **terms and conditions** covering **charges** in section 5 of the **terms and conditions**.

### How do I change supplier?

You cannot change supplier before your **end date**. If you end your **contract** with us, you must appoint a new supplier to take over from the **end date**. To change suppliers, you must have paid all outstanding invoices. If you have not done this, we can prevent your transfer.

You can find full **terms and conditions** covering change of supplier in sections 4.8-4.9.

### How do I end my contract with you?

Your **contract** will automatically end on the **end date**.

### What will happen at the end of my contract with you?

We will contact you in writing at least 60 days before your **end date** with details of options available to you. If you do not enter into a new **contract** with us or move to a new supplier, your **contract** will continue, but we will charge you our **out-of-contract rate**. If we charge you our **out-of-contract rate** and your account with us is up to date, you can change supplier at any time. It can take up to 30 days to change supplier.

You can find full **terms and conditions** covering **your** options in sections 2.3 and sections 4.3 and 4.4 of the **terms and conditions**. You can find full **terms and conditions** covering failure to change supplier in section 4.8.