

General terms for the supply of gas, electricity, or both



We (SEFE Energy Limited, t/a SEFE Energy) and you (the Customer identified in the contract option) have decided to enter into an agreement for the supply of gas, electricity or both. These **general terms** apply in addition to the **contract option** and, where applicable, the **product schedule**, which together make up the **agreement** between us.

If you are a **microbusiness customer**, you will be provided with details of the principal terms and conditions for **microbusiness customers**. You should read the principal terms in conjunction with these **general terms**. Please refer to clauses 2.9, 2.10, 2.11, 11.5 (a), 11.14 (a) and 17.5 of these **general terms** for details which are specific to **microbusiness customers**.

1 MEANINGS OF THE WORDS USED IN THIS AGREEMENT

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

"5-Day-Ahead Option" has the meaning in the **UNC**;

"act(s)" means the Gas Act 1986 for the supply of gas and the Electricity Act 1989 for the supply of electricity, as amended, extended or re-enacted from time to time;

"advanced meter" means a gas or electricity meter that either on its own or with an ancillary device, in compliance with any relevant industry requirements, provides measured gas or electricity consumption data for multiple time periods, and is able to provide such data remotely;

"agent" means a **data collector**, **meter reader**, **meter asset manager**, **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 which includes these **general terms** the **contract option** and, where applicable, the **product schedule**;

"AQ" means the annual quantity of gas in kWh as determined 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;

"balancing transaction" means any trade by the **transporter** to balance the supply network;

"BSC" means the Balancing and Settlement Code prepared by Elexon, as amended from time to time;

"business day(s)" means any day on which the clearing banks in the City of London are open;

"charges" means the amount payable by you to us as shown in or calculated in accordance with these **general terms**, the **contract option** and/or where applicable the **product schedule**;

"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;

"commencement date" has the meaning given to it in clause 2.1;

"confidential information" has the meaning given to it in clause 8.1;

"control" means the power to direct or cause the direction of your business, whether as a result of share ownership, voting powers or powers conferred by any document regulating your business;

"contract option" means the document containing your business details and details of the product, which you sign to indicate your acceptance of the **agreement**;

"data aggregator" means a third party who receives information from the **data collector** and the **meter operator** and aggregates it for the purpose of enabling suppliers to agree the volume of electricity supplied;

"data collector" or **"meter reader"** means a third party who collects data from the **meter**;

"Day-Ahead Option" has the meaning given in the **UNC**.

"deemed contract" means a contract between us that is implied by the **act(s)** and which is subject to our **deemed contract rates**;

"deemed contract rates" means the rates and charges published on our website and updated from time to time that are deemed to apply where a **deemed contract** arises in accordance with the **act**;

"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**;

"de minimis limit" means the maximum amount, per kWh, of electricity or gas supplied per day that does not benefit from any exemption from **CCL** pursuant to Schedule 6 Article 9.1 of the Finance Act 2000;

"delivered volume" means the volume of gas, electricity or both that we deliver to you at your **site(s)**;

"delivery shortfall" means the difference between the **minimum consumption** less the total **delivered volume** for the **supply period**;

"disconnect" means removing the **supply** to a **meter** (which may include the removal of a **meter**);

"DSR" means the Demand Side Response introduced by National Gas Transmission and as defined in the **Uniform Network Code**;

"DSR Lead Time" means, in relation to a **Within-Day Option**, the period of hours as specified in the **DSR** agreement between you and NGT;

"DSR Option" has the meaning given in the **Uniform Network Code**;

"EAC" means the estimated annual consumption of electricity in kWh as determined by you;

"end date" means the date on which **supply** will stop: (i) as shown in the **contract option** or **product schedule** (as applicable), being the latest 'end date' listed for the **site(s)**; or (ii) in the case of an extended supply period, on the revised latest **end date** that is shown on a subsequent **contract option product schedule** or variation agreement as applicable; or (iii) where this **agreement** is terminated in accordance with its terms; or (iv) in the case of a **deemed contract**, on the date that you enter into a formal supply agreement with us, or transfer to an alternative supplier, or that the **supply** to the **site(s)** is **disconnected**;

"end notice" has the meaning set out in clause 4.17 below;

"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 ascertaining the quantity of **supply**;

"exempt distribution system" has the meaning set out in the **act**;

"fixed customer" means a customer whose **agreement** for **supply** consists of a **contract option** and the **general terms**;

“**flex customer**” means a customer whose **agreement for supply** consists of a **contract option, product schedule** and the **general terms**;

“**force majeure event**” has the meaning set out in clause 15.1 below;

“**general terms**” means these general terms and conditions governing **supply** to you;

“**good quality CHP**” has the meaning given to it in Guidance Note 10 issued by the Department of Energy and Climate Change (now Department for Business, Energy & Industrial Strategy);

“**granular data**” has the meaning set out in clause 2.11 below;

“**green deal charges**” has the meaning given to it in the Energy Act 2011;

“**green deal premises**” means a premises in respect of which **green deal charges** are owed to a **green deal provider**;

“**green deal provider**” has the meaning given to it in the Energy Act 2011;

“**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**” will have the meanings given to them in the Companies Act 2006);

“**insolvency office-holder**” means the administrator or the supervisor of the voluntary arrangement, as applicable;

“**isolate(d)**” or “**isolation**” 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 we will be required to supply to the **site(s)** in any period as specified in the **contract option** or **product schedule** or (ii) where your agreement is concluded verbally, 120% of the **EAC** or the **AQ**, as applicable for the relevant **site**;

“**meter**” means the equipment (including **advance meters**) measuring the amount of gas or electricity you use at a **site(s)**;

“**meter asset manager**” or “**MAM**” means a third party who manages the performance and safety of a **meter** during its lifecycle;

“**meter asset provider**” means the third party who provides a **meter** to you;

“**meter number**” means the unique meter reference number assigned by the **transporter** to each **meter**, being an MPRN for a gas **meter** and a supply number for an electricity **meter**;

“**meter operator**” means a **meter asset manager** and/or **meter asset provider**;

“**microbusiness customer**” means a customer: (i) where the **agreement** is for the supply of gas, consuming less than 293,071 kWh’s of gas a year or where the **agreement** is for the supply of electricity, consuming less than 100,000 kWh’s of electricity a year; 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). Any customer falling within these parameters will automatically be a **microbusiness customer**;

“**minimum consumption**” means: (i) the minimum amount of gas, electricity or both that we will supply to you in any period as specified in the **contract option** or **product schedule** (where applicable); or (ii) where your **agreement** is concluded verbally, 80% of the **EAC** or the **AQ**, as applicable for the relevant **site**;

“**network operator**” has the meaning given to it in National Grid’s Grid Code, as amended from time to time;

“**new connections**” means the provision of infrastructure to connect your **site(s)** to a **transporter’s** network;

“**NGT**” means National Gas Transmission;

“**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 (published on our website) which we charge customers for **supply** when they have not transferred supplier even though their **agreement** with us has ended;

“**personal information**” means any personal information we hold about you (if you are an individual) or any individuals engaged by you (including directors, employees or other staff) such as names, addresses and e-mail addresses;

“**price**” means the **charges** and any other amounts which we have the right to include in an invoice (without deduction or set off) together with any **VAT** and/or **CCL** payable;

“**product schedule**” means, if applicable, the schedule to these **general terms** (and including any Annexes to it) describing the **supply** and including specific provisions relating to the way on which the **supply** is made;

“**reasonable and prudent operator**” means a person seeking in good faith to perform its contractual obligations, and in doing so and in the general conduct of its obligations, using the skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with applicable law engaged in the same type of business in the same or similar conditions;

“**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;

“**renewable energy certificates**” has the meaning set out in Appendix 2 to this Agreement;

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

“**settlement period**” has the meaning given to it in the **BSC**, being a period of 30 minutes beginning on the hour or the half-hour;

“**site(s)**” means the premises and/or property we **supply** to as detailed in the **product schedule** or **contract option**;

“**smart metering equipment**” means any of the following (as applicable): (i) a data logging device for connection to a **meter**; or (ii) communications capable smart metering system, which complies with any relevant industry requirements; or (iii) an **advanced meter**;

“**SOQ**” means the ‘Supply Offtake Quantity’ of the **meter**, which represents the maximum daily consumption for the **meter**;

“**start date**” means: (i) the earliest ‘start date’ shown in the **product schedule** or **contract option** (as applicable) or the earliest date on which we become registered as the supplier for your **site(s)**, whichever is the later; or (ii) for a **deemed contract**, the date on which we become registered as the supplier;

“**supplier certificate**” means any certificate, document or evidence as required by HM Revenue & Customs, which details and substantiates the amount of your **supply** which is eligible for relief from **CCL** pursuant to Schedule 6 Article 125 of the Finance Act 2000 and HMRC Notice CCL1/3 Reliefs and special treatments for taxable supplies. This includes, but is not limited to, the **CCL PP11** exemption certificate;

“**supplier of last resort**” means a licensed supplier appointed by the **authority** under a last resort direction made under the **act(s)**;

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

“**supply period**” means the period from the **start date** to the **end date**;

“**system average price**” has the meaning given to it in the **Uniform Network Code**;

“**system buy price**” means:

- (a) for the supply of gas, the higher of: (i) the **system average price** (plus the **default system marginal price**); and (ii) the highest **balancing transaction** made by the **transporter(s)** in the relevant period; and
- (b) for the supply of electricity, has the meaning given to it in the **BSC**, being the weighted average of accepted offers in a **settlement period**;

“**term**” has the meaning given to it in clause 2.1 below;

“**termination notice**” means a notice given by you to terminate the **agreement** in accordance with clause 11.5 below;

“**transporter**” means the owner of the relevant transportation system, distribution system or transmission system;

“**Uniform Network Code**” or “**UNC**” means the code of that name 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, as applicable; and

“**Within-Day Option**” has the meaning given in the **UNC**.

2 THE AGREEMENT

2.1 Your **agreement** starts on the date on which you receive an email from us confirming our acceptance of the **agreement** (following which you will receive a countersigned copy of the **agreement**) (the “**commencement date**”). Your **agreement** will continue until the **end date** (the “**term**”) unless it is terminated in accordance with these **general terms**.

2.2 During the **term** of the **agreement**, we will **supply** gas, electricity or both to you in accordance with the terms of the **agreement**.

2.3 By agreeing to the terms of the **agreement**, you warrant that:

- (a) you own or have the right to enter into this **agreement** in respect of each **site** which we are being requested to **supply**;
- (b) the gas, electricity or both that we **supply** to you is for your own consumption; and
- (c) you are not a domestic user.

If any of the warranties given in clause 2.3 ceases to be true at any time, you shall inform us immediately in writing (which may include by email).

2.4 We will complete the transfer of your **site(s)** to us within twenty-one (21) days of the **commencement date**, unless:

- (a) the **start date** shown on the **contract option** is more than twenty-one (21) days from the **commencement date** (in which case we will complete the transfer by the **start date** on the **contract option**, unless any of 2.4 (b) to (e) below applies); or
- (b) you notify us that you no longer wish such transfer to take place; or
- (c) another supplier prevents the transfer from taking place; or
- (d) we do not have all the information we need to complete the transfer (despite having taken all reasonable steps to obtain it); or
- (e) we are prevented from completing the transfer due to a circumstance outside our control which we have taken all reasonably practicable steps to resolve; or
- (f) your **site** is part of an **exempt distribution system**. If any of the circumstances in 2.4 (c) to (e) apply, we will ensure that the relevant **site(s)** transfer to us as soon as reasonably practicable and, in any event, within twenty-one (21) days of the date on which such circumstance ends.

2.5 If **site(s)** do not transfer to us on time for any reason and the failure to transfer is not as a result of: (i) our failure to comply with the terms of this **agreement**; and/or (ii) our failure to comply with our obligations as a supplier of gas and/or electricity; we will have the right to invoice you for our losses in relation to gas or electricity we have purchased in anticipation of the **supply** to you. You must pay the invoice within ten (10) days of the date of the invoice.

Deemed contracts

2.6 A **deemed contract** arises if you’ve become responsible for **site(s)** where we currently supply energy and/or there are standing charges applicable to the **site(s)**, but you have not entered into an **agreement** with us for that energy and/or standing charges.

2.7 If you have a **deemed contract** with us:

- (a) these **general terms** will apply to the **deemed contract**, with the exception of clauses 2.1, 2.3, 2.4, 2.5 and 2.9; and
- (b) we will charge you for **supply** at our **deemed contract rates**.

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

- (a) entering into an **agreement** with us;
- (b) transferring to another energy supplier; or
- (c) asking us to permanently disconnect the **supply** to your **site(s)**.

For the avoidance of doubt, if you have a **deemed contract** you are not required to provide us with any notice should you wish to transfer to another supplier.

Microbusiness customers

2.9 If you are a **microbusiness customer**, you will:

- (a) be provided with details of the principal terms and conditions for **microbusiness customers** which will apply in addition to these **general terms**; and
- (b) within ten (10) days of entering into the **agreement**, receive copies of the **general terms** and a statement of the renewal terms which will apply at the **end date**; and
- (c) be contacted at least sixty (60) days before the **end date** with details of the options available to you.

2.10 Specific terms apply to **microbusiness customers** in relation to termination of this **agreement**. These are set out in clauses 11.5 (a) and 11.14 (a).

2.11 This clause 2.11 provides notice to you that we intend to obtain data that shows us the quantity of gas, electricity or both supplied to the **site(s)** 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 **agreement**. You may at any time object to us obtaining the **granular data** by providing written notice to us (which may be given by email). If you object we will only collect or store the **granular data** to the extent required to: (i) meet our obligations under the **agreement**; and/or (ii) comply with our licence conditions.

Renewable Energy Certificates

2.12 Where we and you have decided to enter into an agreement to purchase **renewable energy certificates**, the terms and conditions set out in Appendix 2 (Renewable Energy Certificates) to these **general terms** will also apply to your **agreement**.

3 OUR OBLIGATIONS

3.1 Our obligation to **supply** you is conditional upon the following requirements:

- (a) your credit score (and/or any credit support we request) being acceptable to us;
- (b) us having a licence to **supply** the **site(s)** in accordance with the relevant **act**;
- (c) the **transporter** approving **supply** to you;

- (d) where we supply gas to you under this **agreement**, you having notified us, at least twenty-eight (28) **business days** before the **start date** of the name, telephone number and email address of three representatives who can be contacted in an emergency for each of the **sites**. If these persons or details should change, you must notify us immediately;
 - (e) us being registered as the sole supplier for each **meter**;
 - (f) you providing us with the **meter number** for each **meter**;
 - (g) the **site(s)** being connected to a **transporter's** network;
 - (h) **agents** being appointed for each **meter**; and
 - (i) the **site(s)** not being a **green deal premises**.
- 3.2 If any of the conditions listed in clause 3.1 stops being satisfied or the warranties you give at clause 2.3 cease to be true at any time during the **term** in relation to one or more **sites**: (i) our obligation under this **agreement** to **supply** those **sites** will come to an end; (ii) we may, if we choose, also stop **supply** to the other **sites** covered by this **agreement**; and (iii) we may recover from you any costs we incur relating to your failure to satisfy such conditions or give such warranty.
- 3.3 If you satisfy the requirements in clause 3.1, we will **supply** you in accordance with the **act**. Title and risk of the gas or electricity will pass to you at the **meter**.
- 3.4 We will act as a **reasonable and prudent operator** when carrying out our obligations under this **agreement**.
- 3.5 We will perform those obligations for which we are responsible as set out in clause 4 below.
- #### 4 THE OBLIGATIONS
- ##### Meters and Access
- 4.1 You must ensure that **equipment** installed by you at your **site(s)** is suitable for **supply**. If your **equipment** is not suitable for **supply**, or if we have to do anything to ensure the safety of **supply** to the **site(s)** or **meters**, we will arrange for the installation, maintenance or replacement of the **equipment** and, where we reasonably believe that the reason for such installation, maintenance or replacement is as a result of your failure to maintain, properly use or wilfully damage the **equipment**, you will pay our costs for doing this in accordance with clauses 5 and 6 below. If, during the **term**, your **equipment** is replaced because you choose to upgrade it or because you require different **equipment** for your business needs, this shall be at your own cost. You must also notify us of this replacement and ensure that the new **equipment** is suitable for **supply**.
- 4.2 You agree to:
- (a) protect the **equipment** against physical damage (howsoever caused) and any other interference (whether caused by third parties or not), ensure that the **meter** and its housing complies with all applicable regulations and not dispose of or use the **equipment** other than to comply with your obligations under this **agreement**;
 - (b) provide power, water and drainage as required for the **equipment**;
 - (c) ensure that all **equipment** installed is kept in proper order for the purpose of accurately registering the quantity of gas or electricity supplied;
 - (d) at all times provide safe and reasonable access to all **equipment**; and
 - (e) at all times keep the **equipment** properly insured.
- 4.3 You will notify us, as soon as reasonably practicable, where changes are made to any **equipment** and will, at all times, be responsible for maintaining and ensuring the safety of all **equipment**, unless otherwise notified by us. You will provide proof, on demand, in a form reasonably satisfactory to us, that you are complying with this maintenance requirement.
- 4.4 If either of us believes that there is a problem with the accuracy of the **meter**, we will notify the other. Where either of us provides such a notification to the other, we will ensure that the **meter** is examined as soon as practicable in accordance with the **act**. The **meter** will continue to be deemed to be accurate until the examination of it has conclusively found it to register inaccurately. Except where the **meter** is owned by us or the **transporter** or **agent** appointed by us, you will be responsible for all costs incurred by us where it is found to register inaccurately in violation of the requirements under the **act**. If, however, the **meter** is found to register accurately then the costs will be paid by the person that provided the original notification.
- 4.5 You will continue to make payment for **supply** under this **agreement** where a dispute as to the accuracy of a **meter** has been raised in accordance with clause 4.4. If it is found that the **meter** is registering inaccurately, we will have the right to invoice you for any additional costs (and you will be required to make payment for such costs in accordance with this **agreement**) or we may, where money is owed to you, set this off against any future invoices or make a refund of the amount to you, at our discretion.
- 4.6 Where your **meter** is a half hourly **meter**, you will ensure that you have entered into an agreement with a **meter operator** before the **start date**.
- 4.7 You will ensure that your **agents** operate at all times as **reasonable and prudent operators** and will be responsible for all costs that we incur as a result of damage caused to, or removal of, the **equipment**.
- 4.8 You will notify us as soon as reasonably practicable if you believe that there has been damage to or interference with **equipment** and agree to provide us with all information, which we may reasonably require in relation to such damage or interference. If you wilfully damage or interfere with any **equipment**, we may immediately end this **agreement**, and you will indemnify us for all costs we reasonably incur.
- 4.9 You will ensure that all installations, plant and **equipment** for which you are responsible comply with any relevant law or regulation and that you perform your obligations under this **agreement** as a **reasonable and prudent operator**.
- 4.10 We will appoint an **agent** to read the **meter** in accordance with normal industry meter reading cycles, and you may inform us that you wish to provide **meter** reads to us directly (either yourself or via your third-party supplier). In the case that you wish to provide **meter** reads, you will ensure that they are provided to us: (i) in accordance with applicable industry meter reading cycles; (ii) within the timescale notified by us; and (iii) in a format that can be electronically sent and loaded onto our systems. If you fail to comply with (i), (ii) or (iii) above we reserve the right to invoice you for the costs we have incurred in appointing an **agent** to read the **meter**.
- 4.11 Where you are the "meter owner" as defined in the **act**, you will, be responsible for your **equipment** on your **site(s)** and comply with all obligations under this clause 4.
- 4.12 Where we choose, or have an obligation, to install **smart metering equipment** to a **site**, we will install the relevant **smart metering equipment** to comply with our choice or obligation and will have the right to do so at any point throughout the duration of this **agreement**. You agree to provide us or our **agent** with access to install the **smart metering equipment** and you agree to co-operate fully with us or our **agent** in carrying out the installation. Unless

otherwise agreed, you will not incur any expense in relation to an installation under this clause 4.12. Where you request that we provide you with data from the **smart metering equipment** we may agree to do so but reserve the right to charge you additional costs for providing such data.

Your supply

4.13 Where **supply** to you is curtailed by the **transporter** as a result of **firm load shedding** due to a **gas deficit emergency**, we will pay you a **DSR payment**. The **DSR payment** is made in consideration for the provision by you to us of an involuntary demand side response service. We will make the **DSR payment** as soon as reasonably practicable following receipt by us of payment from the relevant gas shipper. The terms "**firm load shedding**", "**gas deficit emergency**" and "**DSR payment**" have the meanings given to them in the **Uniform Network Code**.

4.14 You agree that:

- (a) you will not at any time, without our prior written consent, exceed the **maximum consumption**. We will not have any obligation to **supply** in excess of the specified **maximum consumption**, but we will be entitled to charge you for any such **supply** at the greater of the price in p/kWh as set out in:
 - (i) the **contract option**; or (ii) where your **agreement** is concluded verbally, the price in p/kWh as verbally agreed; or (iii) the **system buy price**, and for any additional costs we incur in supplying gas, electricity or both in excess of the **maximum consumption**, you will pay such charges in accordance with the provisions of clauses 5 and 6 below; and
- (b) if you anticipate that there is a risk that the **maximum consumption** may be exceeded, you will provide us with a request for the additional **supply** by giving us a minimum of six (6) week's prior written notice, detailing your requirements. We will make reasonable efforts to meet such request, but will be under no obligation to satisfy your request. We will have the right to invoice you for any additional costs we incur in relation to such a request and you will be required to pay such invoice in accordance with the provisions of clauses 5 and 6 below; and
- (c) where a **site** is a daily metered **site**, you will inform us if the **SOQ** changes at any time during the **term**.

4.15 You warrant that you are not a domestic user.

4.16 You agree to indemnify us and our **group companies** for any costs we incur where, notwithstanding any other provision of this **agreement**, we supply gas, electricity or both in accordance with the terms of this **agreement** but where we deliver at volumes which are outside the parameters set out in the **product schedule** or **contract option** (the **minimum consumption** and **maximum consumption**).

Moving out or stopping supply

4.17 You will give us at least thirty (30) days' notice in accordance with clause 4.18 below if you will cease to own or occupy any **site** or if gas, electricity or both will no longer be consumed at any **site** (the "**end notice**"). You will be liable for the **price** until the end of the notice period or until a new owner or occupier assumes responsibility for the **price**, whichever is the later.

4.18 The **end notice** must contain the following details:

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

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

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

- (a) end the **agreement** in accordance with clause 11 below; or
- (b) enter into a new agreement with us for **supply** to your new address on terms relevant to such address.

National terms of connection (electricity supply only)

4.21 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 agreement 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** provides for the continuing application of 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 exist. If you want to know the identity of your **network operator** you can use the Energy Networks Association's 'Who's my network operator?' page at www.energynetworks.org/customers/find-my-network-operator, or if you want a copy of the **NTC** you can go to www.energynetworks.org/industry/statutory-information.

Interrupting supply (gas supply only)

4.22 If any of your **site(s)** are **interruptible**, the terms and conditions relating to interrupting supply contained in Appendix 1 to these **general terms** will also apply to your **agreement**.

Change of control

4.23 You agree to notify us within ten (10) **business days** where there is a change in the **control** of your business.

Demand Side Response (DSR)

4.24 If you choose to participate in the **DSR** directly with **NGT** at any time during the term of this **agreement** by providing **NGT** with the **DSR Option**, you agree to notify us within one (1) **business day**. If you have already provided **NGT** with the **DSR Option** prior to entering into this **agreement**, you agree to notify us before the **commencement date**.

4.25 If **NGT** chooses to exercise the **DSR Option** at any time during the term of this **agreement**, you agree to notify us within one (1) hour of you receiving notice from **NGT**. In all cases, the latest time for notifying us that **NGT** has chosen to exercise the **DSR Option** is as follows:

- (a) for the **Within-Day Option**, in advance of the **DSR Lead Time** before the end of the calendar day you receive notice; or
- (b) for the **Day-Ahead Option** or **5-Day-Ahead Option** prior to 17:00 on the calendar day you receive notice.

4.26 In all cases, you must provide us with the requisite information for us to carry out the necessary adjustments to your consumption. We shall have no liability whatsoever and you shall indemnify us for any losses, claims, charges or fines that we incur from **NGT**, any other third party or otherwise as a result of your failure to:

- (a) notify us in accordance with the time limits set out in clauses 4.24 and 4.25;
- (b) provide us with the requisite information in order for us to adjust your consumption;
- (c) comply with the administration of the **DSR**; and/or
- (d) comply with all requirements and obligations of the **DSR** as it applies to you.

4.27 If you do participate in the **DSR** during the term of this **agreement**, we shall be entitled to invoice you at any time for additional costs not included in the **charges** (and you must pay such amounts in accordance with clause 6) in connection with the administration of the **DSR** including, but not limited to, any imbalance or settlement related claims, costs or charges, costs of selling any gas back to the market, cost for or charges related to reducing any imbalance position through intra-day trading, our management charges for facilitating your participation in the **DSR** as well as for any third party charges that we incur as a result of your participation in the **DSR**.

4.28 If you have previously agreed an arrangement with your previous supplier or any other third party with regards to them participating on your behalf in the **DSR**, you agree to notify us before the **commencement date**. You acknowledge that failure to notify us could mean that any such arrangements that you have previously agreed regarding the **DSR** could lapse and we shall have no liability in any such event. To the extent that the **DSR** is operational and available to use as a supplier, we will inform you of whether we are willing to participate on your behalf with regards to the **DSR**. Any such participation by us in the **DSR** on your behalf will be at our discretion and subject always to our **DSR** terms and conditions contained in the following link: www.sefe-energy.co.uk/dsr-annex.

5 PRICE AND CHARGES

5.1 You agree to pay the **price** in accordance with the terms of this **agreement**. Time for payment will be of the essence in this **agreement**.

5.2 We may invoice you at any time for additional costs not included in the **charges** (and you must pay such amounts in accordance with clause 6), or we may (acting reasonably and at our option) vary the **charges** to take account of these costs, where:

- (a) you breach any terms of the **agreement**, including our reasonable costs when we try to get back money you owe to us (when you do not have a genuine reason to disagree when you owe us money) and any administration costs for dealing with the **supply**;
- (b) you fail to keep an agreed appointment with us or our **agent** or subcontractor and we incur a charge as a result;
- (c) you fail to comply with the terms of this **agreement**, to meet deadlines notified by us or to comply with a reasonable instruction we give to you;
- (d) 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;
- (e) we incur costs levied by any third party in connection with the **meter** and/or **supply** at the relevant **site(s)** (including but not limited to: (i) any unidentified gas costs payable in respect of the **supply**; and (ii) costs in respect of transportation levied due to changes in the cost of transportation, distribution or transmission (as relevant) imposed by the relevant **transporter**);
- (f) one or more **site(s)** cease to be interruptible (for gas supply);
- (g) we are charged any amounts, costs or levies which we incur either directly or that are levied by any third party as a result of any amendments to the **act** or directions or requirements of the Secretary of State under the **act** or as a result of a decision by the **authority** including, but not limited to: (i) the enactment, amendment or coming into force of any legislation, or regulations which determine the price of gas, electricity or both to suppliers; (ii) any changes to the existing methodology used to calculate the price of gas, electricity or

both to suppliers; or (iii) increased costs or levies (that are outside of our control) from any third party including the **transporter** or **authority** as a result of us being a supplier of gas, electricity or both to the **site(s)**;

- (h) any information provided to us by you or your representative or **agent** is incorrect;
- (i) there is a delay in the **start date** or **product start date** due to circumstances beyond our reasonable control;
- (j) your actual off-take is less than the **minimum consumption** creating a **delivery shortfall**, in which case, the amount payable by you for the **delivery shortfall** will be calculated by multiplying the **delivery shortfall** by the **charges**;
- (k) you change the way in which you pay for your **supply**, in which case we reserve the right to change your **charges** to reflect any increased cost in processing the payment. For the avoidance of doubt, the cheapest way for you to pay for your **supply** is by direct debit; and/or
- (l) specifically provided for in this **agreement**.

5.3 You will be charged **CCL** unless: (i) you send to us completed **supplier certificates**, to be received no later than five (5) **business days** prior to their application; (ii) your **supply** is less than the **de minimis limit** per day pro-rated for the period of the invoice; or (iii) you take **supply** pursuant to clause 16 below (from **renewable energy** sources or from **good quality CHP** sources), in which case you will not be charged **CCL** on the proportion of energy sourced from **renewable energy** sources or from **good quality CHP** sources, but will be charged an amount equivalent to or less than **CCL**. It may be possible to backdate relief from **CCL**, in accordance with the law and subject to any statutory limitation periods. We will not however be liable in any way if it is not possible to backdate relief from **CCL** and this has arisen as a result of late receipt of your **supplier certificates**.

5.4 You will be responsible for the payment of all taxes (including **VAT**), levies, duties, imposts and other fiscal charges which arise in connection with the supply of gas and/or electricity under this **agreement** and will reimburse us for any interest, penalties, liabilities and expenses (including reasonable legal expenses) incurred by us as a result of your delay in paying them.

5.5 We will not be legally responsible if we have not charged you enough **VAT** because information you provide to us is incorrect. If there is an increase in the **VAT** actually payable, you will have to pay the difference.

6 PAYMENT

6.1 We will invoice you for the **price** and you will pay the **price** in cleared funds within ten (10) calendar days of the date of the invoice by direct debit or as otherwise agreed in the **contract option**.

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

6.3 Without affecting any other right or remedy that we may have, if you fail to make any payments to us in accordance with this clause 6, we may charge interest on the outstanding amount from the due date for payment until full payment is made at the annual rate of 3% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded quarterly.

6.4 If:

- (a) we are not provided with an up-to-date **meter** reading or actual consumption data in relation to one or more **site(s)**; and/or
- (b) we do not receive the relevant information from third parties (including, without limitation, the **meter operator**, the **data**

- collector and the previous supplier) in relation to one or more **site(s)**; and/or
- (c) we reasonably believe **meter** readings or data to be inaccurate,
- we may: (i) issue an invoice based on your own **meter** reading; or (ii) issue an invoice based on your estimated usage, and you will pay this invoice in accordance with this clause 6. If, having received accurate data or readings, we determine that the amount you have paid to us for the invoice is more than the amount due, we will set off the overpayment against subsequent invoices. If the amount you have paid is less than the amount due, we will include the additional amount in the subsequent invoice and you will pay the invoice in accordance with this clause 6.
- 6.5 Subject to clause 6.6 below, if any amount payable is the subject of a bona fide dispute, you must pay the undisputed portion of the invoice in accordance with this clause 6. When the disputed portion of the invoice is agreed or the amount determined, you will pay the amount to us within five (5) **business days** following such agreement or determination.
- 6.6 If you have elected to benefit from consolidated billing (i.e. you will receive an invoice containing **charges** for more than one **site**), and any amount payable is the subject of a bona fide dispute, you will pay the entirety of the invoice and we will negotiate in good faith to agree the disputed amount. If, following the discussions, we agree that an amount is owed to you, we will include such amount as a credit in your next invoice.
- 6.7 If an invoice has been based on inaccurate information, we will, as soon as reasonably practicable, submit a revised invoice to you following the receipt of accurate information.
- 6.8 If you are a **microbusiness customer** and we make a mistake that results in us not invoicing you correctly, we will not ask you to pay any **charges** for the **supply** that could reasonably relate to gas and electricity used more than twelve (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 an exhaustive 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; or
 - you have acted unreasonably in preventing us from accurately billing your account.
- 7 CHANGES TO THIS AGREEMENT**
- 7.1 Without prejudice to the provisions of clause 5 above and except where specified in this clause 7, this **agreement** may only be varied by an agreement in writing signed by both of us or expressly approved by each of us by email.
- 7.2 In the case of **new connections**, where **supply** does not commence on the **start date** detailed in the **contract option**, we may at our sole discretion and without your agreement, defer the **end date** by a period equal to that by which the **start date** is delayed.
- 7.3 If either of us wishes to vary the **agreement**, we will submit details of the requested change to the other in writing (which may be given by email).
- 7.4 If either of us requests a change to the **agreement**, we will, within a reasonable time, provide a written estimate to you of:
- the likely time required to implement the change;
 - any necessary variation to our **charges** arising from the change;
 - the likely effect of the change on the **supply**; and
 - any other impact of the change on this **agreement**.
- 7.5 If you wish us to proceed with the change, we have no obligation to do so unless and until we have agreed in writing (which may include by email) the necessary changes to our **charges**, and any other relevant terms of this **agreement**.
- 7.6 Notwithstanding clause 7.1, we may from time to time and without advance notice or agreement by you, change the **agreement** in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or **charges** for the **supply**. We will notify you of such changes.
- 8 CONFIDENTIAL INFORMATION AND USE OF PERSONAL INFORMATION**
- 8.1 Each of us will keep in strict confidence: (i) all technical or commercial know-how, specifications, inventions, processes or initiatives which have been disclosed to us by the other's employees, **agents**, consultants or subcontractors; and (ii) any other confidential information concerning the other's business or products which we may obtain which is marked as being confidential ("**confidential information**").
- 8.2 Each of us may disclose such **confidential information**:
- to our respective employees, officers, representatives, advisers, **agents** or subcontractors who need to know such information for the purposes of carrying out our respective obligations under this **agreement**; and
 - as may be required by law, court order or any governmental or regulatory authority.
- 8.3 Each of us will ensure that our respective employees, officers, representatives, advisers, **agents** or subcontractors to whom we disclose such information comply with clauses 8.1 and 8.2 above.
- 8.4 Each of us agree not to use any of the other's **confidential information** for any purpose other than to perform our respective obligations under this **agreement**.
- 8.5 Where you provide **personal information** to us, you confirm that: (i) you have obtained the permission of the relevant individuals to provide such **personal information** to us; and (ii) the relevant individuals agree that the **personal information** can be used for the purposes set out in this **agreement**. If the relevant individuals withdraw this permission at any time, you will inform us immediately.
- 8.6 The data controller of the **personal information** will be SEFE Energy Limited.
- 8.7 We or our **agents** may use **personal information**:
- to carry out our obligations under this **agreement**;
 - to carry out credit checking and monitoring, as set out in clause 10.1;
 - to contact you (including by post, e-mail, phone, text or other forms of electronic communications) 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 such purposes);
 - to carry out quality assurance checks;
 - to help to prevent and detect fraud; and
 - if we are under a duty to disclose the **personal information** for legal or regulatory reasons.
- 8.8 We may monitor and record any communication we have with you, including phone conversations and e-mails for quality assurance purposes.

9 RESPONSIBILITY FOR LOSS AND DAMAGE

- 9.1 This clause 9 sets out our entire financial responsibility to you (including any responsibility for the acts or omissions of our employees, **agents**, consultants and subcontractors) in respect of:
- any breach of this **agreement**, including any deliberate breach of this **agreement** by us, or our employees, **agents** or subcontractors;
 - any use made by you of the **supply**; and
 - any representation, statement or tortious act or omission (including negligence) arising under or in connection with this **agreement**.
- 9.2 We are legally responsible to you without limit if we or our **agents** injure or kill somebody (or cause somebody to be injured or killed) because we or they have been negligent or because we have acted fraudulently.
- 9.3 Subject to clause 9.2, we will not be liable for: (i) loss of profits; (ii) loss of business; (iii) depletion of goodwill and/or similar losses; (iv) loss of anticipated savings; (v) loss of goods; (vi) loss of contract; (vii) loss of use; (viii) loss or corruption of data or information; or (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses (the "**excluded losses**"). This limitation to our liability shall apply even if we were aware at the time of entering into this **agreement** that loss of a type falling within the **excluded losses** was a likely consequence of us breaching our obligations under the **agreement**.
- 9.4 Subject to clause 9.2, our total liability to you will be limited to the lower of: (i) six (6) times the average monthly **price** for your **supply**; or (ii) one million pounds sterling (£1,000,000), for each and every claim you may have against us under or in relation to this **agreement**.
- 9.5 Each sub-clause in this clause 9 applies separately. If a court or authority tells us that we cannot enforce a certain clause, the other sub-clauses will still apply.
- 9.6 Neither of us will be liable to the other for failure to fulfil our obligations under this **agreement** due to a **force majeure event** except to the extent specified in clause 15.5 below.
- 9.7 The party affected by the **force majeure event** will notify the other as soon as reasonably practicable of the **force majeure event** (providing all relevant information relating to it) and will take all reasonable steps to mitigate the effect on its ability to perform its obligations under this **agreement**. The party affected by the **force majeure event** will immediately notify the other party when the **force majeure event** ends.
- 9.8 Under no circumstances will we be liable to you for any loss caused by any act or omission of an **agent** appointed by you.
- 9.9 You agree to indemnify us against any claim from any third party or other liability incurred by us as a result of your failure to comply with your obligations under this **agreement**.
- 9.10 This clause 9 shall survive termination of this **agreement**.

10 CREDIT ASSESSMENT

- 10.1 You acknowledge and agree that details of your name, address and payment record may be submitted to a credit reference agency, and data in relation to you will be processed by and on behalf of us in connection with the **supply** to help us to make decisions about your ability to pay for the **supply** to your **site(s)**.
- 10.2 We may monitor and record information relating to your trade performance and such records will be made available to credit reference agencies who will share the information with other businesses for business assessment, assessing credit applications and for fraud prevention.

- 10.3 The payment terms set out in this **agreement** are based on our assessment of your credit worthiness at the **commencement date**. Subject to clause 10.5, if, at any time:

- we (in our sole discretion) reasonably determine that your credit worthiness or credit risk is materially different than at the time when this **agreement** was entered into;
 - you fail to make any payments in accordance with clause 6 for four (4) consecutive months; and/or
 - any credit insurance or credit support in place for your **agreement** is withdrawn (either fully or partially),
- then we may serve notice upon you: (i) setting out amendments to the terms of this **agreement**; and/or (ii) requiring you to put in place a form of credit support determined by us.

- 10.4 If you fail to comply with any request we make pursuant to clause 10.3 within five (5) **business days** of us providing the notice to you, we may terminate this **agreement** immediately. We shall also be entitled to recover from you all of the costs we incur which result from ending this **agreement** early.

- 10.5 Clauses 10.3 and 10.4 shall not apply where you or your business enters into administration or a **voluntary arrangement** with people you or your business owe money to (your creditors).

11 ENDING THIS AGREEMENT

Our right to end this agreement

- 11.1 This **agreement** will terminate automatically if: (i) you stop trading; (ii) your business is wound up; (iii) you go into liquidation or have a bankruptcy order made against you; or (iv) you or your business goes into receivership. In addition, we can end this **agreement** wholly or in respect of one (1) or more **sites**:
- if keeping to any clause in this **agreement** means we would be breaking the law;
 - pursuant to clause 4.8, where you wilfully damage or interfere with any equipment;
 - where you fail to put in place appropriate credit support in accordance with clause 10.3;
 - if you materially breach the **agreement** and the breach is not capable of remedy;
 - if you materially breach the **agreement** and, if the breach is capable of remedy, we notify you of the breach and you do not remedy it to our reasonable satisfaction within ten (10) **business days** of such notification;
 - where you transfer a **site** to a third party without our consent or you cease to be the owner of a **site**;
 - where you cease to take **supply** for a period of more than three (3) consecutive calendar months; or
 - where the **authority** appoints a **supplier of last resort** to the **site(s)**.
- 11.2 If any of clauses 11.1(a) to 11.1(h) applies, unless we tell you otherwise in writing (which may include by email), the **agreement** will end immediately.
- 11.3 If:
- your business goes into administration; or
 - your business enters into a company voluntary arrangement; or
 - you, or any member of your firm or partnership, enter into an individual voluntary arrangement,
- then we will be entitled to terminate this **agreement** in the following circumstances:
- if the **insolvency office-holder** consents to the termination of the **agreement**; or
 - if the court grants permission for the termination of the **agreement**, or

- (iii) if any **charges** in respect of the **supply** that are incurred after you entered administration or the **voluntary arrangement** took effect are not paid within twenty-eight (28) days, beginning with the day on which payment is due.
- 11.4 We are entitled to terminate **supply** in the following circumstances:
- (a) we give written notice to the **insolvency office-holder** that **supply** will be terminated unless the **insolvency office-holder** personally guarantees the payment of any **charges** in respect of the continuation of **supply** after you entered administration or the **voluntary arrangement** took effect; and
 - (b) the **insolvency office-holder** does not give that guarantee within fourteen (14) days of receiving the notice.

Your right to end the agreement

Fixed customers

- 11.5 If you are a **fixed customer** your **agreement** will end on the **end date** in accordance with the below:
- (a) if you are a **microbusiness customer**, you do not need to provide us with prior written notice of termination and your **agreement** will automatically end on the **end date**;
 - (b) if you are a non-**microbusiness customer**, you must provide us with no less than three (3) months' prior written notice of termination; and
 - (c) if you are a non-**microbusiness customer**, you can serve a **termination notice** at any time during the **agreement**, but the date of termination cannot be prior to the **end date**. Any **termination notice** must be served in accordance with clause 11.7.

Flex customers

- 11.6 If you are a **flex customer** you may end this **agreement** in accordance with the below:
- (a) prior to the **end date**, as set out in the **product schedule**; or
 - (b) on the **end date**, by providing us with no less than three (3) months' prior written notice; or
 - (c) if you are a **microbusiness customer**, you do not need to provide us with prior written notice of termination and so your **agreement** will automatically end on the **end date**.
- 11.7 Any **termination notice** will only be valid if in writing and sent: (i) by recorded signed for delivery marked for the attention of the Customer Services Team Leader to our current business address as notified to you; or (ii) to the email address Terminations@sefe-energy.com. Your **termination notice** will be acknowledged by us in the following timescales:
- (a) if sent by recorded signed for delivery within five (5) **business days** from the first day following the day on which the **termination notice** was received; or
 - (b) if sent by email within five (5) **business days** from the day on which the email was received.
- 11.8 If we do not acknowledge the termination notice within the timescale referred to in clause 11.7 (a) or 11.7 (b) (as relevant) then the **termination notice** will be deemed to have not been received. If you do not receive an acknowledgement, 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.
- 11.9 Prior to the **end date** and in accordance with the requirements of this clause 11, you must:
- (a) ensure that you have entered into a new agreement with us for the period following the **end date**; or
 - (b) have ended this **agreement** in accordance with clause 11.5 or clause 11.6 (as applicable), paid all outstanding invoices and

have registered with a new supplier. If you have registered with a new supplier by the **end date** but have not transferred to this supplier by the **end date**, clause 11.12 below will apply; or

- (c) have requested that the **site(s)** be **disconnected** or **isolated/de-energised**. If you have requested that the **site(s)** be **disconnected** or **isolated/de-energised**, and you have not reached the **minimum consumption**, clause 5.2(j) will apply.
- 11.10 If you have not complied with the requirements set out in clauses 11.5 to 11.9 above, the provisions of clause 11.12 below will apply.
- 11.11 If you want **site(s)** to be **isolated**, you must give us not less than two (2) months' prior written notice. You will be liable for the **price** until the end of the notice period or until the **site(s)** are **isolated**, whichever is later.

Failure to transfer to another supplier at the end date

- 11.12 Where we continue to be the registered supplier after this **agreement** has ended (including where you have registered with a new supplier by the **end date** but have not transferred to this supplier by the **end date**), the terms and conditions contained in this **agreement** will continue to apply until you transfer to another supplier, except that you will be charged at our **out of contract rate**.
- 11.13 If you are being charged at our **out of contract rate**, you can change supplier at any time, on the condition that there is not an outstanding balance on your account.

Failure to end the agreement in accordance with its terms

Fixed customers

- 11.14 Unless you have ended this **agreement** in accordance with clauses 11.5 to 11.11 above, in which case this clause 11.14 will not apply:
- (a) if you are a **microbusiness customer**, the provisions of clauses 11.12 and 11.13 will apply;
 - (b) if you are a non-**microbusiness customer**, upon the **end date**, the **agreement** will automatically renew for a further period of twelve (12) months. The **agreement** will automatically renew on the basis of the current **charges**, unless we have provided you with a renewal price, in which case the renewal price will apply to the renewal period of your **agreement**.

Flex customers

- 11.15 Unless you have ended this **agreement** in accordance with clauses 11.5 to 11.11 above, in which case this clause 11.15 will not apply. Upon the **end date**, the **agreement** will end and you will be charged at our **out of contract rate** in respect of any **supply** made by us after the **agreement** ends until your transfer to another supplier. This clause 11.15 applies to all **flex customers**, both **microbusiness customers** and non- **microbusiness customers**.

Force majeure

- 11.16 Either of us may end this **agreement** in accordance with clause 15.4 below where a **force majeure event** continues for more than three (3) months.

Consequences of ending this agreement

- 11.17 On ending this **agreement** for any reason:
- (a) you agree to immediately pay to us (or we will have the right to set off against any amounts we have received from you which may become refundable as a result of the ending of the **agreement**) all of the outstanding unpaid invoices and interest;
 - (b) in respect of gas, electricity or both supplied but for which we have not provided you with an invoice, we may submit an invoice based on the closing **meter** reading, which will be payable immediately on receipt together with any other amounts due under this **agreement**. Where the closing **meter** reading is not available or the **meter** has transferred

to a new supplier, we will use the **meter** reading used by the new supplier;

- (c) in respect of any amounts that we have to pay to third parties as a result of entering into this **agreement** which we are unable to mitigate, we may submit an invoice, which you will pay immediately on receipt or which we will have the right to set off against any amounts we have received from you which may become refundable as a result of ending the **agreement**; and
- (d) you will, within a reasonable time, return all of our **equipment**. If you fail to do so, then we may enter your **site(s)** and take possession of it. Until they have been returned or repossessed, you will be solely responsible for their safe keeping.

11.18 If this **agreement** terminates before the **end date** (other than a termination pursuant to clause 11.16) and the termination is not as a result of our failure to comply with the terms of this **agreement**, we have the right to invoice you for any losses we incur as a result of the **agreement** ending early. You will pay such invoice in accordance with the payment terms of this **agreement**.

11.19 On termination of this **agreement** (however arising) the following clauses will survive and continue in full force and effect:

- (a) clause 8 (**Confidential information and use of personal information**);
- (b) this clause 11 (**Ending this agreement**); and
- (c) clauses 9, 12, 13, 14, 15, 17, 18 and 19.

12 DISCONNECTION OR ISOLATING/DE-ENERGISING A METER

12.1 We may **disconnect** or **isolate/de-energise** a **meter** in the following circumstances:

- (a) if we end this **agreement** because you are in breach of any of your obligations under this **agreement**;
- (b) pursuant to clause 11.4;
- (c) where you request us to **disconnect** or **isolate/de-energise** a **meter**; or
- (d) where no gas or electricity (as relevant) is used for a consecutive period of six (6) months. In any event, the **transporter** may remove the means of supply from an **isolated/de-energised meter** which is not re-established after twelve (12) months; or
- (e) on notice (or without notice where necessary for safety purposes) to:
 - (i) avoid danger or because failure to do so would or might involve us being in breach of industry regulations;
 - (ii) avoid interference with **supply** to another person which we reasonably believe may result from or be caused by your **meter** installation; or
 - (iii) enable maintenance or repair work to be carried out.

12.2 Where this **agreement** has been terminated:

- (a) so long as we remain the registered supplier and you remain the owner, occupier or **agent** responsible for the **meter**, you will remain liable for the **price**. For the avoidance of doubt, this will be the case even if the **meter(s)** have been **disconnected** or **isolated/de-energised** or you vacate or cease to consume gas, electricity or both) at the **site(s)**; and
- (b) notwithstanding any such **disconnection** or **isolation/de-energisation**, you will remain liable for all costs reasonably associated with such action and any subsequent re-establishment of **supply**.

12.3 We may require you at any time, by providing prior notice to you, to temporarily refrain from using gas, electricity or both and we

may (at our sole discretion) temporarily discontinue supply to you for any reason set out in clause 12.1(e) above.

13 TRANSFER OBJECTION

13.1 We have the right to enter an objection under the customer transfer process and prevent an alternative supplier from registering the **meter(s)** or **site(s)** for any of the following reasons:

- (a) if you attempt to transfer to an alternative supplier before the **end date** in breach of this **agreement**;
- (b) if there are any amounts that are owed by you under this **agreement** which have not been paid in accordance with the **agreement** or are disputed;
- (c) if an alternative supplier attempts to register a **meter** in error or without your consent or knowledge; or
- (d) if we have the right to object to the transfer of a **meter number** and it is related to or associated with another **meter number**, in which case we will also have the right to enter an objection in relation to the related or associated **meter**.

13.2 If we choose to enter an objection in accordance with clause 13.1 above, you will have no right to bring any claim against us in relation to the objection.

14 EMERGENCY

14.1 You must contact the **transporter(s)** immediately in the event that a loss of **supply** causes, or you reasonably believe may cause, an emergency or safety critical situation. Emergency contact details for **transporters** can be found on your invoice or on our website at www.sefe-energy.co.uk.

14.2 If we are given a direction under section 2(1)(b) of the Energy Act 1976 (or other similar, amendment or supplementary statutory provision or regulation), prohibiting or restricting the supply of gas, electricity or both to specified persons then, for so long as the direction is in force and so far as is necessary or expedient for the purposes of, or in connection with, the direction:

- (a) we will be entitled to discontinue or restrict the **supply** of gas, electricity of both to the **site(s)**; and
- (b) you will refrain from using, or restrict your use of gas, electricity or both on being notified by us that you should do so.

For avoidance of doubt, notification under this clause 14.2 may take the form of email communication or oral communication, by telephone or otherwise.

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

15 FORCE MAJEURE

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

- (a) acts of God, including fire, flood, earthquake, windstorm or other natural disaster;
- (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (c) terrorist attack, civil war, civil commotion or riots;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) pandemic or epidemic;
- (f) compliance with any law;
- (g) exceptionally adverse weather conditions including hurricanes or tornadoes;

- (h) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
 - (i) any labour dispute, including but not limited to official strikes, industrial action or lockouts;
 - (j) shortage of fuel due to protests, blockades or other action of individuals or organisations, whether acting collectively or otherwise;
 - (k) non-performance by suppliers or subcontractors; and
 - (l) interruption or failure of utility service, including but not limited to electricity, gas or water.
- 15.2 Where there is a **force majeure event**, the corresponding obligations of the other party will be suspended to the same extent.
- 15.3 If subject to a **force majeure event**, the **affected party** will not be in breach of this **agreement** if:
- (a) the **affected party** promptly notifies the other in writing (including by email) of the nature and extent of the **force majeure event** causing its failure or delay in performance;
 - (b) the **affected party** could not have avoided the effect of the **force majeure event** by taking precautions which, having regard to all the matters known to us before the **force majeure event**, it ought reasonably to have taken, but did not; and
 - (c) the **affected party** has used all reasonable endeavours to mitigate the effect of the **force majeure event**, to carry out its obligations under this **agreement** in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 15.4 If the **force majeure event** continues for more than three (3) months, either of us may give written notice to the other to end this **agreement**. The notice to end the **agreement** must specify the end date, which must not be less than fifteen (15) calendar days after the date on which the notice is given. Once a notice to end the **agreement** has been validly given, the **agreement** will terminate on the end date set out in the notice.
- 15.5 If a **force majeure event** occurs, each of us will bear half of any loss incurred by SEFE Energy Limited from selling the gas, electricity or both (as relevant) that has not been supplied to you but which was secured, in anticipation of your supply, on the open market. We will invoice you for such amount and you will pay such amount to us in accordance with clause 6. 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 applying a credit to your account.
- 16 RENEWABLE OR GOOD QUALITY CHP ENERGY**
- 16.1 If you want us to source electricity from **renewable energy** sources or from **good quality CHP** sources, you must inform us of this prior to signing the **contract option** and ensure that it has been included in the **contract option**.
- 16.2 If you inform us that you want us to **supply** you with electricity from **renewable energy** sources or from **good quality CHP** sources in accordance with clause 16.1 above, we will use our reasonable endeavours to do so and will comply with all legal obligations in relation to such **supply**. If we are unable to **supply** you with such electricity, we will **supply** you with electricity from non-renewable energy sources.
- 16.3 We may at any time and at our discretion **supply** you with electricity from **renewable energy** sources. Where we exercise this right, the provisions of clause 5.3 above will apply.
- 16.4 Where we **supply** you in accordance with clause 16.3 above, we declare that the amount of electricity we **supply** from **renewable energy** sources in each **averaging period** will not exceed the amount of electricity we acquire from **renewable energy** sources in that same **averaging period**.
- 17 GENERAL**
- 17.1 If at any time either of us chooses not to enforce any part of this **agreement**, this will not stop either of us from doing so in the future.
- 17.2 Where we use the word “including” in this **agreement**, it will be read as “including without limitation”.
- 17.3 Clause, schedule and paragraph headings shall not affect the interpretation of this **agreement**.
- 17.4 If a Court or other authority determines that part of this **agreement** is not valid, the rest of the **agreement** will not be affected.
- 17.5 These **general terms** the **contract option** and the **product schedule** (where applicable) constitute the whole agreement between us (unless you are a **microbusiness customer** in which case the documents identified in clause 2.9 (a) will also apply) and supersede any previous arrangement, understanding or agreement between us in relation to the **supply**. If there is any inconsistency between any of these documents, they should be interpreted in the following order of priority (the first taking precedence): the **contract option**; the **product schedule** (if applicable); the **general terms**.
- 17.6 We each acknowledge that, in entering into this **agreement**, neither of us has relied on any statement, representation, assurance or warranty other than as expressly included in this **agreement**.
- 17.7 You shall not transfer or subcontract any of your rights or responsibilities under this **agreement** to another party without obtaining our prior written consent. We may at any time: (i) transfer our rights and obligations under this **agreement** to another licensed supplier of gas or electricity (depending on whether this **agreement** is for the supply of gas, or the supply of electricity); and (ii) subcontract all or any of our rights or obligations under this **agreement**.
- 17.8 A person who is not a party to this **agreement** will not have any rights under or in connection with it.
- 17.9 With the exception of a **termination notice**, a notice or other communication we or you may give must be addressed to:
- (a) for you – (i) your broker (where a broker was used to negotiate the **agreement**); or (ii) your Company Secretary at your registered business address; and
 - (b) for us – to the following address or email:
Customer Services
SEFE Energy Limited
5th Floor, 8 First Street, Manchester, M15 4RP
Email: enquiries@sefe-energy.com
- 17.10 Notices must be in writing and delivered by first class post or by email. With the exception of **termination notices**, notices sent: (i) by first class post will be assumed to have arrived on the second day after they were posted; and (ii) by email will be assumed to have been received on the day they were sent.
- 17.11 The provisions of clauses 17.9 and 17.10 will not apply to the service of any legal proceedings.
- 17.12 All references to time in this **agreement** are to the time in the United Kingdom.
- 17.13 We will comply with all applicable laws, statutes and regulations including those relating to anti-bribery, anti-corruption, anti-slavery and human trafficking (including but not limited to the Bribery Act 2010, the Criminal Finances Act 2017 and the Modern Slavery Act 2015). We shall at all times have in place throughout the term of this **agreement** adequate procedures to ensure its

compliance with all such applicable laws. We agree not to engage in any bribery, kickbacks, collusive bidding, price fixing, or other unfair trade practices.

18 DISPUTE RESOLUTION

18.1 If any dispute arises in connection with this **agreement**, you and we will first attempt to resolve the dispute in accordance with our customer complaints procedure which is available on our website.

18.2 If the dispute is not resolved in accordance with clause 18.1, clause 19.2 will apply.

19 GOVERNING LAW AND JURISDICTION

19.1 The laws of England apply to this **agreement** and any dispute or claim arising out of or in connection with it.

19.2 The courts of England will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this **agreement**.

APPENDIX 1

In this Appendix 1, when the following words are shown in bold, they have the meanings shown below:

“**interrupt**” or “**interruption**” or “**interruptible**” means the complete cessation or restriction of **supply** of gas to a **meter**; and

“**interruption notice**” means the notice provided (in accordance with the Uniform Network Code) by telephone or facsimile requesting **interruption**.

1. INTERRUPTING SUPPLY (GAS SUPPLY ONLY)

- 1.1. You are obliged to inform us in writing if **site(s)** are **interruptible** before you sign the **contract option**. If you fail to inform us then you will be liable for any losses we incur as a result of your failure to inform us that **site(s)** are **interruptible**.
- 1.2. Notwithstanding paragraph 1.1, where **site(s)** are **interruptible**, you agree to interrupt or permit us and/or a third party (including a **transporter**) to **interrupt supply** to such **site(s)**. We and/or the **transporter** will have the right to request and do this for no more than forty-five (45) calendar days.
- 1.3. If we or the **transporter** wish to request an **interruption**, we will provide you with at least three (3) hours’ notice, or such other period as may be determined by a **transporter** in an **interruption notice**: (i) by telephone; and/or (ii) by email (by sending the **interruption notice to you**). Any **interruption notice** will specify the **site(s)** to be **interrupted**, the day on which the **interruption** will start and the **interruption** start time.
- 1.4. You will, within thirty (30) minutes of the **interruption notice** being sent, confirm to us by email or telephone that either: (i) the **interruption** will take place prior to, or at the time specified in the **interruption notice** or explained to you by telephone; or (ii) notify of any circumstances known to you which might prevent the **interruption** occurring at the time specified in the **interruption notice**. If you fail to **interrupt** at the times and in accordance with the conditions of the **interruption notice** received or explained to you, the **transporter** will impose additional charges, which we will invoice to you and which you will pay to us in accordance with clause 6.1 of the **general terms**.
- 1.5. Ours and the **transporter’s** right to **interrupt** are in addition to any rights to **disconnect** or **isolate supply** under this **agreement** or the **Uniform Network Code**.
- 1.6. When the **interruption** has ended, we or the relevant **transporter** will, as soon as reasonably practicable, notify you by email or telephone and you may recommence **supply**.
- 1.7. You agree not to take **supply** in excess of the volume specified for the period specified in the **interruption notice** until the recommencement of **supply**.
- 1.8. In exercising our right in relation to an **interruption**, we or the relevant **transporter** may take any steps available to **isolate** or **disconnect** the **supply** and you will allow us and/or the **transporter** and/or our representatives or **agents** safe, full, free and uninterrupted access to the **site(s)** and will reimburse us for any costs and expenses reasonably incurred in respect of taking such steps or any subsequent reconnection or restoration of the connection of the **supply**.
- 1.9. You will ensure that a telephone and designated email address will be manned twenty-four (24) hours a day by someone authorised to receive and confirm instructions in relation to **interruptions**. You will notify us in writing of the identity of this person and of any changes to this person giving at least five (5) **business days’** notice of any such change. You further agree that you will respond to any communication from the relevant

transporter when that communication is permissible under the terms of the **Uniform Network Code**.

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

APPENDIX 2

1. RENEWABLE ENERGY CERTIFICATES

- 1.1. We and you have decided to enter into an agreement to purchase **renewable energy certificates**. The terms and conditions set out in this Appendix 2 shall apply in addition to the **contract option** and, where applicable, the **general terms**, which together make up the **agreement** between us. Terms in bold in this Appendix 2 which are not defined in paragraph 1.2 below shall have the meaning ascribed to them in the **general terms**. In the event of any inconsistency between the documents that apply to the purchase of **renewable energy certificates**, then the **contract option** shall take precedence, then this Appendix 2 and the **general terms** last.
- 1.2. The following definitions shall apply to this Appendix 2 in addition to those set out in **general terms**:
- "**compliance period**" means the period which the **REGOs/GoOs** are valid according to the relevant UK or EU authority, which is currently twelve (12) months from 1 April to 31 March in the following year;
- "**energy**" means gas or electricity;
- "**renewable energy certificates**" means Renewable Energy Guarantee of Origin certificates (known as "**REGOs**"), Guarantee of Origin certificates (known as "**GoOs**"), Renewable Gas Guarantee of Origin Certificates (known as "**RGGOs**") or certificates from any other qualifying instrument approved by a relevant UK or EU authority;
- "**renewable source**" means one that can be used repeatedly and does not run out, as it is naturally replaced. Non-exhaustive examples are wind, solar, wave, tidal, biogas, biomass, landfill gas and gas produced by sewage treatment plants;
- "**supply contract**" means an agreement between you and us which includes the supply of energy (which will be specified in the **contract option**).
- 1.3. If you are in a **supply contract** with us and you have specifically asked us to, we have agreed and it is set out in the **contract option**, then we will purchase an amount of **renewable energy certificates** equivalent to the expected amount of your **supply** for the duration of the **term**. If you are not in a **supply contract** with us, we will purchase an amount of **renewable energy certificates** as agreed with you and set out in the **contract option**. We will allocate such **renewable energy certificates** in accordance with our current internal procedures or as set out in the **contract option**.
- 1.4. In relation to **RGGOs**, we buy these in advance of the **start date**, and the cost of these is factored into the **charges** that you pay during the **term** per **site** if you are in a **supply contract** with us. If you provide us with a change of tenancy form or close any **sites** during the **term**, we have the right to recalculate the **charges** that you will pay for the remaining **sites** for the remainder of the term. We have the right to charge you at any time on termination of the **agreement** for the balance of the cost of the **RGGOs** that we have not yet recovered from you through the **charges** you have paid during the **supply period**.
- 1.5. In relation to **REGOs/GoOs**, we buy these in advance of the **start date** on the basis of your estimated consumption if you are in a **supply contract** with us, subject to the following:
- (a) if during the **supply period** or **compliance period** your consumption is greater than your estimated consumption, we will buy additional **REGOs/GoOs** to match your consumption, the cost of which will be added to the **charges** where applicable or we will charge you on a one-off basis, or, where appropriate,

include the additional charges within a termination payment. If we agree with you not to purchase the additional **REGOs/GoOs**, you will not be credited the amount you are paying for the additional **REGOs/GoOs**;

- (b) if during the **supply period** or **compliance period** your actual consumption is lower than your estimated consumption (whether because you provide us with a change of tenancy form, you close any **sites**, the **agreement** ends for any reason), it may be necessary for us to sell the excess **REGOs/GoOs**. If we incur any loss as a result of the sale price for the **REGOs/GoOs** being different to the price when we originally bought them, then we will have the right to charge you for such losses. We will either charge you on a one-off basis, or, where appropriate, include the losses within a termination payment; and
- (c) we will review such **REGO/GoO** consumption positions in accordance with our current internal procedures or as set out in the **contract option**.
- 1.6. If you are not in a **supply contract** with us, we will require payment upfront prior to purchasing any **renewable certificates** on your behalf as set out in the **contract option**.
- ### 2. PRE-CONDITIONS
- 2.1 Our obligation to purchase **renewable energy certificates** in accordance with this **agreement** shall be conditional upon and shall only remain in effect for so long as the following conditions continue to be satisfied in full:
- (a) your credit standing and worthiness being acceptable to us. Before entering into this **agreement**, we may check your credit standing and you agree that we can do this; and
- (b) you are not in breach of the terms of your **supply contract** (if applicable).
- 2.2 In the event that any of the conditions set out in paragraph 2.1 fail to be satisfied or, if having been satisfied, are subsequently considered by us (acting reasonably) not to be satisfied, our obligation to purchase **renewable energy certificates** (or such part thereof) under this **agreement** shall be suspended until such time as all the conditions are satisfied in full.
- 2.3 In relation to paragraph 2.1(a), we may check your credit standing at any time before or during this **agreement**. Our obligation to purchase the **renewable energy certificates** under this **agreement** is conditional at all times upon your credit worthiness being acceptable to us. As such, if:
- (a) you fail to pay your invoices on time; or
- (b) you fail to keep to the agreed payment method; or
- (c) we have reasonable concerns about your credit worthiness, or the credit worthiness of any person who has guaranteed your payment obligations; or
- (d) we reasonably believe that you may not be able to pay your invoices on time and in full; or
- (e) your credit risk is materially different than at the time when we entered into this **agreement**; or
- (f) any credit insurance or credit support in place relating to your **agreement**, or **supply contract** if applicable, is withdrawn (either fully or partially),
- we may:
- (i) on sending you written notice, change your payment terms or change other terms of this **agreement** to reflect any additional costs and/or risks to us; and/or
- (ii) require you to use a specific payment method, for example direct debit or payment in advance; and/or
- (iii) require you to provide us with credit support or other form of security acceptable to us, in our agreed form.

- 2.4 If we make a request under paragraphs 2.3(i) to (iii) and you fail to comply within five (5) business days of us making the request, we may end this **agreement** immediately and you shall indemnify us for any loss we suffer as a result.
- 2.5 For the avoidance of doubt, until payment has been received in full for the **renewable energy certificates** in accordance with the agreed payment terms, we reserve the right to not supply you with the **renewable energy certificates**. If, at any time, you fail to pay in accordance with the agreed payment terms, we reserve the right to terminate this **agreement** and/or the supply to you of any **renewable energy certificates** (due to you but which have not yet been paid for). You shall indemnify us for any loss we suffer as a result of such non-payment and/or termination and we shall be entitled to recover such loss through any means, including through future invoices to you or by on-selling the **renewable energy certificates**.
- 2.6 In the event that:
- (a) there is a change in law or regulation which (either directly or indirectly) affects the availability of **renewable energy certificates** or **energy** from a **renewable source**; or
 - (b) where for any reason it is not possible for us to buy **renewable energy certificates**,
- we may, where possible, substitute this with a comparable product and/or vary the charges to reflect the change. If it is not possible to substitute a comparable product, our obligation under paragraph 1.3 shall be suspended.
- 2.7 If set out in the **contract option**, we will buy **renewable energy certificates** relating to the specified **renewable source**.