

General Terms and Conditions for Unmetered Supply

Effective from
24 November 2020

e.on

General Terms and Conditions for Unmetered Supply

1. Commencement and duration

- 1.1 This Agreement starts on the date we counter-sign the Proposal (the "Commencement Date") and shall continue until the later of the End Date (except where terminated earlier in accordance with these Terms and Conditions) or until no Supply Point(s) are Registered to us under this Agreement. We shall Notify you promptly, in Writing, of our acceptance of your offer.
- 1.2 The Charges and additional special conditions shown on the Proposal shall apply for the duration of the Agreed Supply Period, except where varied in accordance with these Terms and Conditions. If we remain the Registered supplier for any of the Supply Point(s) after the End Date, except where this Agreement has been terminated, either:
- a. the Parties shall have entered into a new agreement for the supply of electricity to the Supply Point(s); or
 - b. all Supply Point(s) shall have been permanently Isolated.
- If none of the above are met this Agreement shall continue except that you shall be charged at our Deemed Rates.
- 1.3 A Supply Point(s) ceasing to be part of the Agreement does not affect the validity of this Agreement in relation to the remaining Supply Point(s).
- 1.4 Except where there is a pre-existing agreement between you and the relevant Network Operator, this Agreement is subject to the National Terms of Connection (NTC). 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. We are acting as an agent of that Network Operator to make an agreement with you that the conditions of the NTC will apply. This will happen from the time that you enter into this Agreement and it affects your legal rights. If you would like a copy of the NTC or have any questions about it, please write to: Energy Networks Association 1st Floor, 4 More, Riverside, London, SE1 2AU; phone 0207 706 5137, or see the website at connectionterms.org.uk

2. Pre-supply period

- 2.1 Our obligation to supply electricity to Supply Point(s) under this Agreement shall commence on the Start Date or on Registration of the Supply Point(s) to us, whichever is the later, subject to the warranties in Clauses 2.6 and 2.7 being true.
- 2.2 You shall be responsible for terminating your agreement with your previous supplier and ensuring they have no cause to raise a transfer objection under your agreement with them.
- 2.3 We will take all reasonable steps to complete a supplier transfer from your previous supplier within twenty-one (21) days from the day after the Commencement Date, unless:
- a. you have requested that the supply transfer take place over a longer time period; and/or
 - b. you terminate your Agreement with us prior to the transfer being completed, in which case the conditions of Clause 8.7 shall apply; and/or

- c. your current supplier raises an objection to the transfer in accordance with the terms and conditions of your agreement with them; and/or
- d. we do not have all of the information required to complete a supply transfer despite having taken reasonable steps to obtain such information, and such information is not readily available to us from public source or agent known to us; and/or
- e. other circumstances which are beyond our reasonable control; including but not limited to:
 - i. where supply is required to Supply Point(s) that are not, at the time of entering into a supply agreement with us, connected to the relevant Network and the intended date of connection to the Network is delayed for any reason whatsoever;
 - ii. where you have not met any pre-supply conditions as stipulated in Clause 2 of these Terms and Conditions.

- 2.4 We shall have no liability to you where Registration of one (1) or more Supply Point(s) is delayed beyond the Start Date due to circumstances beyond our reasonable control.
- 2.5 In the event that we are unable to Register a Supply Point for any reason beyond our control including, but not limited to, your previous supplier raising a transfer objection, which:
- a. despite our reasonable efforts the issue is not resolved twenty-one (21) days after the Start Date; and/or
 - b. is not resolved by the fourth time we attempt to Register a Supply Point;
- we may deem you to have wrongfully terminated this Agreement in which case the conditions of Clause 8.7 shall apply.
- 2.6 At the time of entering into this Agreement, we warrant that we have a valid Supply Licence.
- 2.7 At the time of entering into this Agreement you warrant that:
- a. you have Connection Agreements that allow each Supply Point at the Installation to be connected to the distribution system and energised; and
 - b. it is your intention that we shall be the sole supplier at each Supply Point for the duration of this Agreement.
- If either of these warranties cease to be true during the period of this Agreement in respect of one (1) or more Supply Point(s), this Agreement may be terminated by us in respect of that Supply Point or, at our option, all Supply Point(s) and the conditions of Clauses 8.4 and 8.7 shall apply.
- 2.8 Prior to entering into this Agreement you shall provide us with a copy of a valid UMS Certificate in respect of each agreed inventory of Installations.
- 2.9 We shall appoint a Data Aggregator of our choice for all Supply Point(s) and all other Agents to perform the Agent Services unless you request otherwise. You shall be responsible for all costs and liabilities reasonably or inevitably incurred by us as a result of such appointment. If you wish us to appoint an Agent, other than a Data Aggregator, of your choice you shall give us at least one (1) Months' Notice before the appointment is due to take effect and you shall be liable for all costs and liabilities reasonably or inevitably incurred by us as a result of such appointment. We may reject or delay appointment of an Agent of your choice where we have reasonable grounds

to do so. You shall not have more than one (1) Agent at any one time to perform the relevant Agent Service for each Supply Point. All Agents must be Qualified and if your Agent ceases to be Qualified we will appoint a replacement Agent and recover from you all costs reasonably incurred.

2.10 You further warrant that you are the owner of and/or the Energy Consumer at the Supply Point(s); alternatively you shall have Notified us in Writing that you are not the owner of and/or the Energy Consumer at the Supply Point(s) and shall provide us, prior to entering into this Agreement, with evidence in a form acceptable to us to show that you are acting under the authority of the owner of and/or the Energy Consumer at the Supply Point(s) in entering into this Agreement with us. In the event that we become aware that you do not have the necessary authority we may immediately terminate this Agreement in which case the conditions of Clauses 8.4 and 8.7 shall apply.

2.10.1 In the absence of an express Notification to the contrary, we shall always deem you to be the customer taking the supply of Energy from the Supply Point(s). Where you are not the customer taking the supply but you are the landlord or owner of the Premises and/or Supply Point, you accept that you shall be liable for all of the consumption at the Supply Point(s) and shall be deemed, for all purposes as the customer taking the supply, and shall be subject to all the relevant laws and regulations applicable to a customer.

2.11 At the time of entering into this Agreement, you confirm that you have Notified us and provided us with the name, address and telephone number of your landlord, if applicable, and have obtained appropriate consent from your landlord to send their details to us. If any of this information changes at any time during the Agreement you shall Notify us at least one (1) Month in advance or as soon as practicable thereafter.

2.12 Where you have an agreement with a third party for the provision of services relating to unmetered supplies you shall ensure that they operate at all times in accordance with Good Industry Practice, relevant legislation and Industry Codes. You shall be responsible for all costs incurred by us in relation to the service provided and any costs incurred by us as a result of damage caused to, or removal of, such third party's equipment.

3. Supply

3.1 The characteristics of electricity supplied to you are managed by your Network Operator and as such we have no control over the quality of such electricity. We can provide you with contact details for your Network Operator on request.

3.2 Your supply may be temporarily or permanently Isolated for the following reasons:

- to avoid danger or as a result of an emergency or potential emergency; or
- to enable maintenance or repair work to be carried out; or
- in accordance with the Act or any industry agreements we have necessarily entered into in order to supply electricity and/or any Industry Codes; or

d. by or on behalf of your Network Operator under your Connection Agreement with them or the National Terms of Connection; or

e. otherwise in accordance with these Terms and Conditions and/or any documents referenced herein.

4. Your rights and obligations

4.1 Our Charges are based on the inventory of your Installations as agreed with your Network Operator at the time of entering into this Agreement. If we are notified of any changes to that inventory we may vary the Charges or pass through any higher or additional costs.

4.2 Where relevant you shall send completed Supplier Certificates to us at the Notice Address to be received at least five (5) Working Days prior to their period of application. Supplier Certificates can only be backdated in accordance with Government or HMRC guidelines. You acknowledge that we accept no liability in respect of Supplier Certificates received after such date.

4.3 Where you cease to be the owner or Energy Consumer at a Supply Point(s) you agree to give us as much Notice as possible and to provide us with your new address and the details of the new owner or Energy Consumer at the Supply Point(s). You accept that you shall be liable to pay the Termination Fee in accordance with Clause 8.7.1 and shall continue to be liable for all Charges until responsibility for them is assumed by a new owner or Energy Consumer or the supply is permanently Isolated by us or the Network Operator. This Clause 4.3 shall not apply in the event you wish to transfer your liability for the Charges to an Affiliate. If you wish to transfer your liability for the Charges to an Affiliate the conditions of Clause 10.7 shall apply.

4.4 You may request Isolation of any Supply Point at any time. You shall be liable for all costs reasonably associated with such Isolation and, where required, any subsequent re-establishment of supply to the Supply Point. Where such Isolation is by way of permanent disconnection this Agreement shall terminate in respect of that Supply Point as soon as the Network Operator has confirmed to us that physical disconnection has taken place and you shall be liable to pay the Termination Fee in accordance with Clause 8.7.1.

4.5 Where you are subject to REMIT you are required to Notify us of this prior to the Commencement Date. If at any point after the Commencement Date you become subject to REMIT you must Notify us of this as soon as possible. Failure to Notify us that you are subject to REMIT shall be deemed a Material Breach and we may terminate this Agreement and Clauses 8.4 and 8.7 shall apply.

4.6 You, or any Agent appointed by you, shall not, by any act or omission, cause us to be in breach of any legal or regulatory obligation.

4.7 Letters of Authority ('LOA')

4.7.1 Where you provide a third party with a valid Letter of Authority ('LOA'), if that LOA is in a form and substance acceptable to us, we shall provide the beneficiary of such LOA with the information specified in the LOA upon their request. If you wish to terminate the LOA you must

Notify us immediately. If you have provided a third party with an LOA, in the circumstances where we also have an agreement with such third party and we terminate such agreement we may not provide the third party with any further information relating to this Agreement, your Energy account or payment history. We may contact you to confirm the validity of an LOA. Where we are unable to confirm this with you, you agree that we may, at our sole discretion, be unable to accept the LOA provided by the third party.

5. Charges and payment

5.1 Credit terms

5.1.1 At any time prior to the Commencement Date we may demand a security deposit bank guarantee or parent/cross company guarantee in such form, from such person and/or in such amount as we consider appropriate in the circumstances. You agree that where any deposit and/or guarantee is requested in accordance with this Clause 5.1, you shall provide us with this by the date that we specify and the conditions of Clause 5.2 and 5.3 (as applicable) shall apply.

5.1.2 If, at any time during this Agreement, your credit risk status (or the credit risk status of any person that has provided a guarantee under Clause 5.1) deteriorates to any degree as deemed by us and/or as reported by one (1) or more Credit Bureaux or Trade Credit Insurer as unacceptable, or your account with us becomes overdue due to non-payment of invoice(s) in accordance with Clause 5.9, we may:

- a. demand immediate payment of all overdue invoice(s) (where invoices are disputed Clause 5.13 shall apply); and/or
- b. on sending a Written notification to you, amend your payment terms immediately; and/or
- c. demand completion and return of a Direct Debit mandate form and payment strictly by Direct Debit; and/or
- d. demand a security deposit or other form of security and/or guarantee, which you shall provide us with by the date specified and the conditions of Clause 5.2 and/or 5.3 (as applicable) shall apply.

Failure to meet any of the above conditions in this Clause 5.1 shall be deemed a Material Breach and we may terminate this Agreement and Clauses 8.4 and 8.7 shall apply. Furthermore we may also isolate your supply and you shall continue to be responsible for any relevant Charges and also for the cost of the isolation and any subsequent re-establishment of supply.

5.1.3 We may, at any time prior to or during this Agreement, request and/or obtain Trade Credit Insurance. Where applicable, we shall share your account information with a Trade Credit Insurer in accordance with our Privacy Notice.

5.2 Security deposits

5.2.1 Where requested and received by cleared funds in accordance with Clause 5.1, the security deposit will be held by us on trust for you on terms that it may be used to offset overdue payments from you. In the event that a receiver, liquidator, administrator or administrator receiver is appointed by or over us or any of our assets

and this Agreement is terminated, you will be entitled to the return of the security deposit having first offset any overdue payment.

5.2.2 We shall be entitled to use all or part of the security deposit to offset overdue payments from you and if we do so we shall request a further security deposit to be paid to us within ten (10) Working Days of the date of our notification to you. Where the security deposit has been used and not replaced we may also terminate this Agreement in which case the conditions of Clause 8.4 and 8.7 shall apply.

5.2.3 We shall repay you the unused balance of the security deposit with interest at the Barclays Business Premium Bank Rate, provided that:

- a. we are no longer the Registered supplier for any and all of the Supply Point(s); and/or
- b. you cease to be the owner of or Energy Consumer at any and all of the Supply Point(s) in accordance with the conditions of Clause 4.3; and
- c. all amounts due to us have been paid in full.

5.3 Guarantees

5.3.1 Where we have requested a guarantee in accordance with Clause 5.1, and have received this from a person and in a format acceptable to us, the bank guarantee or parent/cross company guarantee may be called or part-called in the event of late payment by you of any invoices issued in respect of this Agreement. In addition to calling on the guarantee we may also terminate this Agreement in which case the conditions of Clauses 8.4 and 8.7 shall apply.

5.4 For each billing period we shall invoice you for all Charges relating to all electricity deemed to have been supplied to the Supply Point(s) during that billing period and any other amounts due under this Agreement.

5.5 You shall be responsible for the payment of all Charges relating to all electricity deemed to have been supplied to the Supply Point(s). Charges may apply even where electricity is not being consumed at the Supply Point(s).

5.6 The Charges may include a recovery of costs, fees, expenses and other charges invoiced by a broker or consultant acting in relation to this Agreement. In most instances costs for services provided by a broker or consultant will be included in the Charges. Your broker or consultant will be able to provide you with details of the costs for their services that have been included in the Charges.

5.7 Where the Supply Point(s) are subject to an arrangement under the Green Deal, we will include in your invoice the Green Deal Charges and collect these on behalf of the Green Deal Provider for the duration of your Agreement with us, or until you cease to be responsible for making payments in respect of the relevant arrangement under the Green Deal. For the avoidance of doubt, your Green Deal Charges will not be shown on the Proposal.

5.7.1 In the event that this Agreement is terminated prior to the End Date for any reason you shall remain liable for all Green Deal Charges for the Agreed Supply Period. If at the End Date you remain the Green Deal Bill Payer you shall remain liable for the Green Deal Charges.

- 5.8 You agree to pay the Charges, any additional charges payable in accordance with these Terms and Conditions and any tax (including VAT), levy, duty or other impositions in accordance with legislation, industry agreements and/or Industry Codes.
- 5.8.1 You acknowledge that all Charges are exclusive of VAT, which shall be charged to you at the prevailing rate. VAT is charged at the standard rate on the full value of our supply of Energy unless you complete a valid VAT declaration, which has been accepted by us, or your average daily consumption falls below the figures set by HMRC. We do not accept VAT declaration forms signed by a third party intermediary even if there is a valid Letter of Authority. Where we discover an error made on any invoice we may submit a revised invoice when accurate information becomes available.
- 5.9 You agree to pay our invoices by providing cleared funds within fourteen (14) days of the date of the invoice by Direct Debit or as agreed in the Proposal. Any payments made by you shall be apportioned fairly (pro-rata) between the Charges and the Green Deal Charges.
- 5.9.1 Payments by credit card may only be made at our discretion and any such payment shall not affect your agreed payment terms as shown in the Proposal.
- 5.10 If the Proposal provides for payment by Direct Debit and you fail to provide or you cancel a Direct Debit mandate or your bank fails to honour a transfer, we may:
- vary the Charges and/or pass through any additional costs;
 - deem you to be in Material Breach and we may give Notice that we will terminate this Agreement if the Direct Debit is not re-instated and full payment is not received within five (5) Working Days. After such termination, the conditions of Clauses 8.4 and 8.7 shall apply; and/or
 - recover any outstanding sums owed to us from, or by calling upon, any security provided in our favour pursuant to this Clause 5 or otherwise in accordance with these Terms and Conditions.
- 5.11 If any calculation of your consumption is not available, or if we reasonably believe it to be inaccurate, we may issue an invoice based on our reasonable estimate and you shall pay this invoice. Any over- or under-payment shall be adjusted as soon as practicable and set off or added to any future invoice (as applicable). In the event that we notice an error on any invoice we may recalculate that invoice or issue a new invoice in accordance with Clause 6.
- 5.11.1 Except than in accordance with sub-clause 5.11.2, we shall not recalculate previous invoices or issue new invoices if you or any third party provides us with amended information relating to your consumption or the calculation of your consumption (including but not limited to Installations or any EAC) for consumption periods more than fourteen (14) Months prior to the date the information is received by us.
- 5.11.2 From such a time that we have been notified that a Trading Dispute has been resolved through the Trading Dispute Committee, we will only recalculate previous invoices or issue new invoices where the change is reflected in the amount we are charged by the relevant third parties in respect of your supply. We will only amend invoices previously issued to you on receipt of refunds or new invoices from the relevant third parties. In the event that the recalculation of any invoices result in a debit to you, you shall pay these invoices in accordance with Clause 5.9.
- 5.12 We shall charge you interest in respect of any amount remaining unpaid by you after the due date at the Bank of England Base Rate + 8%. In addition, we shall charge you up to £100 as compensation for costs incurred by us as a result of such late payment.
- 5.13 If you reasonably dispute any amount invoiced by us you shall Notify us at least five (5) days before the amount is due for payment and we will work with you to resolve the dispute as soon as possible. If we cannot resolve the dispute prior to the payment due date and we accept that the dispute is a bona fide dispute:
- you shall pay the undisputed part of the invoice in accordance with Clause 5.9. After an agreement is reached or any proceedings in relation to the dispute are determined, any amount payable shall be paid within seven (7) Working Days together with interest accrued in respect of the amount in accordance with Clause 5.12.
 - in the event that you fail to pay the undisputed part of an invoice in accordance with paragraph a. above you shall pay the full amount of the invoice in accordance with Clause 5.9. After resolution or determination any money owing to you will be credited to your account. We may, at our sole discretion, credit your account with interest calculated from the date payment was received from you at Barclays Business Premium Bank Rate from time to time.
- 5.14 Where we issue an invoice in accordance with the Terms and Conditions for Charges related to your Energy consumption for a period that has either not been billed or billed inaccurately, and we identify you as a Micro Business Consumer at the time of you entering into this Agreement, we shall comply with the Back Billing Rules.
- 5.15 You may not deduct or set off any payments to be made under this Agreement against any amounts due from us, except where we have issued a credit to you. We may set off any amounts due from you, or owing to you, against any amounts due under any other agreement between us.
- ## 6. Variations
- 6.1 In addition to any other provisions of these Terms and Conditions, except where the conditions of sub-clause 5.11.1 apply, we may vary this Agreement or pass through any higher or additional costs incurred by us (directly or indirectly) as a result of or in connection with:
- information provided by you, your representative or an appointed Agent being incorrect or incomplete; and/or
 - any new or change in legislation, industry agreements and/or Industry Codes, or the interpretation or application thereof after the Commencement Date; and/or
 - any directions or requirements of the Secretary of State under the Act or any legislation or regulations which determine the price of electricity to suppliers, during an emergency of a civil, electricity supply or other nature; and/or

- d. any changes made to your supply after the date of this Agreement which result in a change in third party charges (providing the change is reflected in the amount we are charged by the relevant third party in respect of your supply, we may amend invoices previously issued to you on receipt of refunds or confirmation of new charges from the relevant third party); and/or
- e. any third party charges indicated in the Proposal as pass through; and/or
- f. you not having or ceasing to use your own Agents; and/or
- g. as expressly provided for elsewhere in these Terms and Conditions or any documents referred to herein.

6.2 Where Charges are indicated in the Proposal as being capable of being passed through to you, these Charges may be based on prices published by BEIS, the Authority or other government body and, as such, may be subject to change from time to time. We will invoice you for the actual charges as published or in some circumstances we may Reconcile these charges at a given point in time as Notified to you and you shall pay any additional costs.

6.2.1 Renewables Obligation Charge

6.2.1.1 Without limiting the terms of the Proposal in relation to other Charges, where the Renewables Obligation Charge ("RO Charge") is indicated in the Proposal as being capable of being passed through to you, you acknowledge and accept that the RO Charge can change and as such we shall charge you and you shall pay the RO Charge, in relation to electricity supplied in every Month from the Start Date, calculated as follows:

$$ROC_m = BO_m \times OL_m \times C_m$$

Where:

- ROC_m is the RO Charge to be paid by you to us in relation to electricity supplied in Month 'm';
- BO_m is the Buy Out Price in force in relation to Month 'm';
- OL_m is the Obligation Level in force in relation to Month 'm';
- C_m is your consumption in relation to Month 'm' for the Supply Point(s).

6.2.2 Feed in Tariff Charge

6.2.2.1 Without limiting the terms of the Proposal in relation to other Charges, where the Feed in Tariff, ("FiT Charge") is indicated in the Proposal as being capable of being passed through to you, you acknowledge and accept that the FiT Charge can change and as such we shall charge you and you shall pay the FiT Charge, in relation to electricity supplied in every Month from the Start Date calculated as follows:

$$FC_m = EFR_m \times C_m$$

Where:

- FC_m is the FiT Charge to be paid by you to us in relation to electricity supplied in Month 'm';
- EFR_m is the E.ON FiT Rate in p/kWh in relation to the electricity supplied in Month 'm'; determined by us, at the time of the invoice;
- C_m is your consumption for the Supply Point in Month 'm'.

FiT Charges will be Reconciled following the quarterly or annual levelisation fund updates issued by the Authority.

6.2.2.2 In the event that the FiT Reconciliation Charge is a negative amount, the FiT Reconciliation Charge shall be credited to your account. Where the FiT Reconciliation Charge is a positive amount, you shall pay us in accordance with Clause 5.9.

6.2.2.3 For the avoidance of doubt, where you cease to be the owner or occupier of a Premises in accordance with Clause 4.3 or move to another supplier, any outstanding FiT Reconciliation Charges shall be calculated and invoiced. This invoice may not include charges for Energy and may be calculated and produced after the End Date. You agree to pay this invoice in accordance with Clause 5.9.

6.3 Where the pass through of third party charges is not stated in the Proposal, we may vary the Charges and/or otherwise pass through to you any increased or additional costs incurred as a result of or in connection with:

- a. any new or change in legislation, industry agreements and/or Industry Codes, or the interpretation or application thereof after the Commencement Date; and/or
- b. any material change in the structure of third party charges or the methodology used to calculate them; and/or
- c. where a third party charge is introduced by new legislation, or by the Authority, government body or a third party.

Where we add or vary the charges under this Clause 6.3 we shall charge you for the actual charges as determined by the Authority, government body or relevant third party and where required we may later Reconcile these charges at a given point in time as Notified to you and you shall pay any additional costs arising as a result of such Reconciliation. Notwithstanding our rights under this clause 6.3, where your DUoS and TNUoS Charges are not stated to be pass through in the Proposal, we shall not vary those Charges as a result of the coming into force of any law or regulation resulting from Ofgem's Targeted Charging Review. Where your BSUoS Charges are not stated to be pass through in the Proposal, we shall not vary those Charges as a result of the implementation of CMP308.

6.4 Where we remain the Registered supplier for any of the Supply Point(s) after the End Date under this Agreement, these Terms and Conditions shall be replaced by the latest version of the General Terms and Conditions for unmetered supply available from us on request. For the avoidance of doubt, you shall be charged at our Deemed Rates for electricity supplied by us after the End Date.

6.5 Except as expressly provided for in these Terms and Conditions, this Agreement may only be varied by an agreement in Writing signed by both Parties.

7. Supply Point(s)

7.1 In respect of Supply Point(s) supplied on a Half-Hourly basis, your electricity consumption at each Supply Point within your Installation shall be deemed to be the amount calculated by your Meter Administrator in accordance with Balancing and Settlement Code regulations and provided to us by the Data Collector.

- 7.2 In respect of Supply Point(s) supplied on a Non Half-Hourly basis, your annual electricity consumption for each SSC within your Installation shall be deemed to be the EAC for that SSC. Your EAC will only be recalculated for consumption periods less than 14 Months prior to the date it is amended unless it is subject to a Trading Dispute in which case we will amend the relevant information including but not limited to the EAC as determined and agreed by the Trading Dispute Committee and us.
- 7.3 You shall provide us and the relevant Agents with safe and reasonable access to the Supply Point(s) at all times. You shall not obstruct access to a Supply Point at any time and you shall ensure that, where access to a Supply Point requires a key, accompaniment by your or a representative or any form of assistance, access to a Supply Point shall not be unduly delayed as a result of non-availability. If we or our Agents are unable to gain safe and reasonable access to a Supply Point at any time, we may Notify you of the situation and, if it is not rectified to our satisfaction within ten (10) Working Days of the Notification, we shall pass through to you any additional costs incurred by us as a result of such failure.
- 7.4 Energy from a Renewable Source in receipt of Renewable Energy Guarantee of Origin (REGO) certificates.
- 7.4.1 Where agreed, as shown on the Proposal we will purchase an amount of REGO certificates, or certificates from any other qualifying instrument as approved by Ofgem or the Department for Business Energy & Industrial Strategy ("Renewable Energy Certificates"), equivalent to the expected amount of your supply for the duration of the Agreed Supply Period and shall allocate such Renewable Energy Certificates in accordance with our internal procedures (as amended from time to time).
- 7.4.2 In the event there is a change in law or regulations which (directly or indirectly) affects the availability of Renewable Energy Certificates or Energy from a Renewable Source or where we cannot purchase Renewable Energy Certificates for any reason whatsoever we may, where possible, and at our sole discretion, substitute this with a comparable product and/or vary the Charges to reflect the change or comparable product. If a comparable product is not substituted, our obligations under Clause 7.4.1 shall be suspended.
- 7.4.3 Whilst purchases of Renewable Energy Certificates demonstrate the procurement of Energy from a Renewable Source, we make no warranty or representation as to any environmental benefits from the underlying Renewable Source.
- 7.4.4 If specified in the Proposal, we will purchase Renewable Energy Certificates of the relevant specified Renewable Source.
- 8. Termination**
- 8.1 If you attempt to change supplier of electricity for a Supply Point, we may prevent an alternative supplier from Registering the Supply Point:
- if you arrange to transfer to an alternative supplier before the End Date in breach of this Agreement; and/or
 - if you have an outstanding, overdue, undisputed invoice; and/or
- if an alternative supplier attempts to Register a Supply Point in error; and/or
 - where Registration of a Supply Point would be in breach of industry regulations and/or Industry Codes; and/or
 - if an alternative supplier attempts to Register a Supply Point and you have requested that we prevent such Registration.
- 8.2 A Party may by notice immediately terminate this Agreement (in respect of any one (1) or more Supply Point(s)) if:
- the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors (other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one (1) or more companies or the solvent reconstruction of that other Party);
 - a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party (other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one (1) or more companies or the solvent reconstruction of that other Party);
 - an application is made to court, or an order is made, for the appointment of an administrator over the other Party, or if a notice of intention to appoint an administrator over the other Party is given or if an administrator is appointed over the other Party;
 - the holder of a qualifying floating charge over the assets of the other Party has become entitled to appoint or has appointed an administrative receiver over the other Party;
 - a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party; or
 - the other Party is in Material Breach of this Agreement and, if it is capable of remedy, it is not remedied to the reasonable satisfaction of the injured Party within ten (10) Working Days of the injured Party serving Notice.
- 8.3 We may by Notice to you immediately terminate this Agreement in respect of any one (1) or more Supply Point(s) if:
- you are unable to pay your debts (within the meaning of Section 123(1) or (2) of the Insolvency Act 1986 but without needing to prove this to the satisfaction of the court) or you cease or threaten to cease to pay your debts as they fall due; or
 - you cease to be a party to or are in Material Breach of your obligations under your Connection Agreement; or
 - any of your management have been involved in a business which has vacated or ceased trading at any of the Supply Point(s) or at your registered address with overdue Energy payments outstanding to us under a separate agreement; or
 - a Supplier of Last Resort is appointed to the Supply Point by the Authority.
- 8.4 In respect of Supply Point(s) that remain Registered to us after the termination of this Agreement the Deemed Customer Scheme shall apply and you shall be charged at our Deemed Rates. Except where termination is due to our Material Breach we may arrange for Isolation of the Supply Point(s) and you shall be liable for any costs incurred by us reasonably associated with such Isolation and any subsequent re-establishment of supply.

- 8.5 Where you arrange to transfer to an alternative supplier, subject to the conditions of Clauses 8.1 and 8.7, we will take all reasonable steps to complete the customer transfer process within twenty-one (21) days from the date the alternative supplier Registers the Supply Point. We shall have no liability where Registration to an alternative supplier is delayed due to circumstances beyond our control.
- 8.6 Subject to Clauses 5.8.1 and 6 (inclusive), your final invoice shall be based on the calculation of your consumption up to the date of termination or, where appropriate, the conditions of Clause 5.13 shall apply. The invoice shall also include any other costs reasonably incurred by us in the performance of this Agreement.
- 8.7 Termination Fee
- 8.7.1 If the Agreement is wrongfully terminated by you, terminated by us as a result of a Material Breach of these Terms and Conditions by you or terminated in accordance with Clause 4.3 or Clause 4.4 of these Terms and Conditions without prejudice to our right to pursue any additional remedy in addition to any charges owed by you, we reserve the right to charge you a Termination Fee, which shall be:
- an administration fee of £200; and
 - the outstanding number of Months of the Agreed Supply Period, calculated from the date of termination until the end of the Agreed Supply Period (rounded up to whole Months), multiplied by 3% of the Average Monthly Amount due from you; and
 - recovery of electricity costs calculated as follows;
(Energy Only Element – Demand Weighted Average Standard Retail Price) x Remaining Forecast Consumption ÷ 100
- For the avoidance of doubt the recovery of electricity costs for the purposes of this Clause 8.7 shall always be equal to or greater than £0.00.
- 8.8 The provisions of Clauses 5.5, 5.8, 5.14, 6, 8.6, 9, 10 and 11 shall survive termination of this Agreement.
- 8.9 Termination of this Agreement shall not affect any rights or obligations which may have accrued prior to the date of termination.
- 9. Liabilities and Force Majeure**
- 9.1 Any information provided by us is for the purpose of your supply Agreement only and is provided on the condition that you warrant you will not use any such information for any other purpose.
- 9.2 Nothing in this Agreement shall exclude liability for death or personal injury or fraud resulting from the negligence of a Party. Each Party shall only be liable to the other for physical damage to property which was reasonably foreseeable, at the time of entry into this Agreement, as likely result of a breach.
- 9.3 Except in respect of your liability to pay the Charges, each Party's total liability to the other shall not exceed six (6) times the average Monthly payment due from you for the affected Supply Point(s) or £1,000,000, whichever is the lesser.
- 9.4 Except in respect of your liability to pay the Charges and where otherwise expressly provided, neither Party shall be liable to the other, under contract or otherwise, for loss of use, revenue, profit, contract or goodwill or for special, consequential or indirect loss or damage of any nature, or for any liability of the other to any other person.
- 9.5 Neither Party shall be liable to the other for failure to fulfil their obligations under this Agreement to the extent that the performance of the affected Party is prevented due to Force Majeure. The affected Party shall Notify the other as soon as reasonably practicable of the Force Majeure event and take all reasonable steps to mitigate its effects. A further Notification shall be issued immediately the circumstances of Force Majeure end.
- 9.5.1 Subject to Clause 9.5, if a Force Majeure event occurs and is continuing and a Party is prevented from complying with its obligations under this Agreement for a period of three (3) Months, either Party may terminate this Agreement immediately by Written Notice. In the event that this Agreement is terminated in accordance with this Clause 9.5.1 the conditions of Clause 8.4 shall apply.
- 9.6 We shall not be responsible for, nor shall we have any liability to you whatsoever for any losses, costs, expenses or additional charges caused by the acts or omissions of any third party, including but not limited to any Agent.
- 10. Miscellaneous**
- 10.1 This Agreement forms the entire agreement between the Parties relating to the transactions contemplated by this Agreement and contains all representations, warranties and undertakings. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Agreement. Each Party acknowledges that in entering into this Agreement, it has not relied on any express or implied representation, warranty, undertaking, or other assurance or arrangement of any kind except those expressly included in this Agreement.
- 10.2 This Agreement shall be governed in accordance within the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to determine disputes arising out of or in connection with this Agreement (including any non-contractual obligations).
- 10.3 You acknowledge that these Terms and Conditions were agreed with the opportunity for you to obtain independent legal advice.
- 10.4 The Terms and Conditions of this Agreement also apply where we act as agent of any of our group of companies and references to 'we', 'us' or 'our' shall include those other companies where appropriate.
- 10.5 Except for where Clause 4.7 applies, neither Party shall disclose information relating to this Agreement without prior Written consent from the other Party, except to comply with any relevant law or regulation or any request or direction from any Authority. We may:
- disclose any information relating to you to allow us to perform our obligations under this Agreement; and
 - share information about your account and payment

- history with credit agencies and other third parties to provide you with an agreed Service; and
- c. share information relating to you with third parties or any of our group of companies, who we have identified as being able to provide Energy related services to you; and
 - d. disclose information to third parties contracted by us to recover sums due to us and/or perform services on our behalf under this Agreement; and
 - e. share your information with other organisations for the detection and prevention of crime; and
 - f. share your information with third parties carrying out market research and/or performance monitoring services for us.
- 10.6 If you provide any Personal Data to us under this Agreement, E.ON UK plc will be the 'Data Controller'. Our Data Protection Office can be contacted at Newstead Court, Little Oak Drive, Annesley, Nottinghamshire, NG15 ODR. We will process your personal data in accordance with our Privacy Notice, as amended from time to time, which can be found at eonenergy.com/privacy or by contacting us to request a paper copy.
- 10.6.1 You have a number of rights relating to the access to, and control of your data. These are also set out in our Privacy Notice.
- 10.7 You shall not transfer, novate or assign any rights or obligations under this Agreement (other than assignment or assignation by way of security by way of any bank or financial institution providing finance to you) without our prior Written consent, we may withhold such consent at our sole discretion and, without limiting the foregoing discretion, you agree that this will be subject to (among other things) us credit checking the proposed assignee, and the result of that credit check being satisfactory (as deemed by us). For the avoidance of doubt where a change of owner and/or Energy Consumer takes place we cannot guarantee that the Charges as set out in the Proposal shall apply. If you assign this Agreement to a bank or other lender we shall have no obligation to send Notifications under this Agreement to the bank or other lender. We may transfer or assign any or all of our rights or obligations under this Agreement without your consent.
- 10.8 No failure to exercise, nor delay in exercising, by us of any right or remedy under this Agreement will operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise of any other right or remedy. Rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law and may be waived only by each Party in Writing and specifically.
- 10.9 If any provision is declared invalid, unenforceable or illegal by the courts, the remaining provisions of this Agreement shall continue in full force and effect.
- 10.10 Any Notice to be given under this Agreement shall be in Writing and delivered by hand or sent by email, recorded delivery or registered letter to the Notice Address.
- 10.11 Each Party shall use reasonable endeavours to resolve a dispute. If the Parties are not able to agree a resolution or there is a failure to implement the resolution correctly,

either Party may pursue any remedies that it may have under this Agreement or at law. The Agreement shall apply during the dispute resolution process.

- 10.12 Apart from the provisions of Clauses 1.4 and 10.4, any person who is not a Party to this Agreement shall not acquire or have any rights under this Agreement whether by virtue of the Contracts (Rights of Third Parties) Act 1999, a jus quasitum tertio or otherwise.
- 10.13 Any data or information collected in connection with the performance of this Agreement may be retained by both Parties for at least six (6) years following the End Date for audit purposes.
- 10.14 Internet communications are not always secure and we do not accept legal responsibility for any message sent electronically. You are responsible for verifying its authenticity before acting on the contents. Where we send electronic communication to you we cannot guarantee that they are virus-free and we do not take responsibility for virus checking.

11. Interpretation and definitions

- 11.1 Where applicable, references to the singular include references to the plural and vice versa, wordings denoting persons shall include bodies corporate and unincorporated associations of persons and, unless otherwise stated, shall include successors or assigns of such persons. Headings are inserted for convenience only.
- 11.2 References to any statute, statutory provision, statutory instrument, regulation or code include any amendments, extensions and re-enactments.
- 11.3 In this Agreement the following terms have these meanings:

"Act"
the Electricity Act 1989 as amended;

"Affiliate"
the holding company of or subsidiary company of a Party or any company which is a subsidiary company of any subsidiary of such holding company. For the purpose of this definition the expressions "holding company" and "subsidiary" shall have the meaning given to them in Section 1159 of the Companies Act 2006;

"Agent(s)"
a Meter Administrator, Unmetered Supply Operator, Data Collector or Data Aggregator;

"Agent Service"
a service provided by an Agent;

"Agreed Supply Period"
the period from and including the later of the Start Date or the date of Registration to and including the End Date;

"Agreement"
the entire content of the Proposal (including but not limited to the special conditions), these Terms and Conditions, any annexes, appendices, and any document referred to in these Terms and Conditions;

"Authority"

the Gas and Electricity Markets Authority (GEMA), the Office of Gas and Electricity Markets (Ofgem) or the Competition Markets Authority (CMA);

"Average Monthly Amount"

will be the aggregate of all payments (as calculated by us at the date of termination) that have fallen due and/or would fall due during the Agreed Supply Period, divided by the number of Months within the Agreement;

"Back Billing Rules"

the process by which we recover charges, for a Micro Business Consumer, for a period not billed or billed inaccurately and which is governed by either:

1. the "Energy UK Voluntary Standards for back billing of micro business energy customers"; or
2. if applicable, the Supply Licence conditions concerning back billing under which we will only invoice or recover charges for Energy consumed or Charges accrued within:
 - a. a period not greater than 12 Months prior to the date of the invoice; or
 - b. a period greater than 12 Months prior to the date of the invoice where:
 - i. as a result of any obstructive or unreasonable behaviour by you we are unable to produce an accurate invoice for the Energy consumed; or
 - ii. Ofgem issue direction or guidance that does not prevent us from recovering Charges for a period greater than 12 Months.

The restriction in 2a above does not prevent us seeking repayment of an invoice which was produced in accordance with the Supply Licence conditions concerning back billing but remains unpaid after 12 Months;

"Balancing and Settlement Code"

the code of that title and all related documents comprising a set of rules to which electricity market participants are required to conform, which can be found at elxon.co.uk;

"Balancing Services Use of System (BSUoS)"

the charge that recovers the costs of day-to-day operation of the transmission network;

"Barclays Business Premium Bank Rate"

as published on the Barclays website from time to time;

"Buy Out Price"

as published by the Authority (<http://www.ofgem.gov.uk>) every February for that year and as effective from the 1st April. The Buy Out Price is set as £ per Renewables Obligation Certificate (ROC) and for the purposes of this Agreement is interpreted as £/MWh where 1 ROC is equivalent to 1 MWh;

"Charges"

the prices and other amounts referred to in the Proposal as varied in accordance with these Terms and Conditions and all costs, charges and expenses referred to in these Terms and Conditions or otherwise specified in the Agreement;

"Climate Change Levy"

is a tax referred to in Schedule 6 of the Finance Act 2000, levied on electricity and gas used by businesses;

"CMP308"

a Connection and Use of System code change proposal seeking to remove BSUoS charges from Generation;

"Commencement Date"

as defined in Clause 1.1;

"Connection Agreement"

the agreement between you and the Network Operator governing the basis on which your Installation may remain connected to its distribution network, including the requirement for maintenance of an accurate inventory of your Installation. Where no such agreement exists, the National Terms of Connection as detailed in Clause 1.4 shall be the Connection Agreement;

"Credit Bureau(x)"

an establishment which collects and compiles data on individuals or businesses and makes such information available to subscribers to allow them to evaluate the financial stability of such individuals or businesses;

"Data Aggregator"

appointed to carry out the aggregation of metering data received from the Data Collector;

"Data Collector"

appointed to provide data retrieval and/or data processing services;

"Data Controller"

as defined in the GDPR;

"Deemed Customer Scheme"

the relevant document of that name made by us under Schedule 6 of the Electricity Act 1989 or Schedule 2B of the Gas Act 1986, as applicable, published from time to time by us (available at eonenergy.com);

"Deemed Rates"

the rates and charges of that name published from time to time by us (available at eonenergy.com) in accordance with Schedule 6 of the Electricity Act 1989 or Schedule 2B of the Gas Act 1986, as applicable;

"Demand Weighted Average Standard Retail Price"

our prevailing Standard Retail Price demand weighted against your Remaining Forecast Consumption;

"Department for Business, Energy & Industrial Strategy"

the Government department of that name, or any subsequent Government department responsible for Energy;

"Direct Debit"

a preauthorised payment under which you authorise your bank to pay a fixed and/or a variable amount of money directly to us at regular intervals, as shown in the Proposal;

"Distribution Use of System (DUoS)"

the charge applied by Distribution Network Operators to all electricity consumers for operating and maintaining the regional distribution networks;

"E.ON FiT Rate"

your Feed-in Tariff rate as determined by us, at the point of invoice;

"EAC"

the estimated annual consumption for those Supply Point(s) stated in the Proposal;

"Elexon"

the body of that name who administer the Balancing and Settlement Code and whose registered office is 4th Floor, 350 Euston Road, London, NW1 3AW;

"End Date"

the last date on which the current Charges and/or Pricing Mechanism shall be applicable and being a date specified in the Proposal;

"Energy"

electricity and/or gas, as appropriate;

"Energy Consumer"

an individual, sole trader, partnership, body corporate, or other unincorporated body who uses and/or is responsible for electricity at a Supply Point(s);

"Energy-Only Element"

the energy-only element of the Charges, being the demand-weighted rates for energy. The Energy-Only Element can be provided to you upon request;

"FiT Charge"

has the meaning as defined in sub-clause 6.2.2.1;

"FiT Reconciliation Charge"

a cost, which may be positive or negative, derived from reconciling the FiT Charge following the quarterly or annual levelisation fund updates issued by the Authority;

"Force Majeure"

an act of God, industrial action (except where solely restricted to employees of the Party claiming a force majeure event), an act of the public enemy or terrorist, war declared or undeclared, sabotage or act of vandalism, civil commotion, lightning, earthquake, hurricane, fire, storm, flood, drought, accumulation of snow or ice, explosion, exceptional breakage or accident to machinery or pipelines, governmental restraint and any other cause which is beyond the reasonable control of the affected Party;

"GDPR"

the EU General Data Protection Regulation (Regulation (EU) 2016/679), as amended;

"Good Industry Practice"

the exercise by an Agent of such skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from a prudent Agent, engaged in the same type of business, under the same or similar conditions;

"Green Deal"

a government scheme to allow for Energy savings improvements paid for through the Energy bills for the relevant Premises in accordance with Chapter 1 of Part 1 of the Energy Act (2011);

"Green Deal Bill Payer"

the party who is responsible for paying the Energy bills for the Premises subject to an arrangement under the Green Deal;

"Green Deal Charges"

any payment required by you in respect to an arrangement under the Green Deal;

"Green Deal Provider"

an accredited company to provide the installation and financing of Energy efficiency improvements under the Green Deal;

"Half-Hourly"

where measurement of Energy consumption is required on a half-hourly basis as required by the Balancing and Settlement Code;

"HMRC"

means HM revenue and Customs;

"Industry Codes"

any set of licences, industry codes and standards, including but not limited to guidance or advice notes, technical guidance notes, guidelines, regulations, codes of practice, or determinations made, issued or approved by BEIS, the Authority or a government body that govern, regulate or are applicable to the Energy industry, Supply Licences or to this Agreement, including those expressly referred to in this Agreement;

"Installation"

each item of street furniture and other apparatus owned or operated by you, specified in the inventory contained in the Connection Agreement and identified by the Supply Number contained in the UMS Certificate;

"Isolate"; "Isolated"; "Isolation"

where no Energy can flow directly or indirectly from a Network. Temporary Isolation is de-energisation and permanent Isolation is disconnection;

"Letter of Authority" "LOA"

a letter, issued and signed by you, that authorises a third party to act on your behalf regards your Energy account, this Agreement, or any other agreements you may have in respect of the supply of Energy;

"Material Breach"

a breach serious enough to destroy the value of the contract and give basis for an action for breach of contract and/or termination of the relevant contract;

"Meter Administrator"

appointed to calculate estimated Energy consumption for unmetered Supply Point(s) supplied on a Half-Hourly basis;

"Micro Business Consumer"

an Energy consumer who:

- a. has or expects to have an annual electricity consumption of not more than 100,000 kWh or an annual gas consumption of not more than 293,000 kWh; or
- b. has fewer than ten (10) employees (or their full time equivalent) and an annual turnover or annual balance sheet total not exceeding Euros (€) two (2) million;

"Month"; "Monthly"

a calendar month;

"National Terms of Connection" "NTC"

the document of that title which can be found at connectionterms.org.uk;

"Network"

the local electricity distribution network;

"Network Operator"

in respect of a Supply Point, the operator of the local Network;

"Nominated Consumption"

the value shown on the Proposal as kWh for the Agreed Supply Period;

"Notice"; "Notification"; "Notified"; "Notify"

where information is required by either Party it shall be sent to that Party's Notice Address in accordance with Clause 10.10;

"Notice Address"

for notices from us to you, your registered office address or any replacement address designated by you or any email address you provide to us; for notices from you to us, the address indicated in the Proposal or any replacement address designated by us;

"Obligation Level"

the "Obligation level" published, every year, by the Department for Business, Energy & Industrial Strategy before the start of the applicable Obligation Period. The Obligation Level is set as the proportion of demand which a supplier must source from renewable sources and published as the level of ROC's per 100 MWh of energy. For the purposes of this Agreement this level will be calculated as a percentage;

"Obligation Period"

a period of one (1) year, beginning on 1 April and running to 31 March;

"Party"

either you or us, and Parties means you and us;

"Personal Data"

as defined in the GDPR;

"Pricing Mechanism"

a mechanism by which some or all of the Charges shall be determined during the Agreed Supply Period in accordance with the special conditions set out in the Proposal or otherwise agreed between us;

"Privacy Notice"

Our privacy notice sets out:

- a. where we might get data about you from;
- b. why we need it;
- c. what we might do with the data (including who we might share it with);
- d. the circumstances in which your data might be transferred abroad; and
- e. how long we keep it for;

"Process"; "Processed"; "Processing"

as defined in the GDPR;

"Proposal"

our statement of Charges and special conditions applicable to the supply of electricity to your Supply Point(s) during an Agreed Supply Period;

"Qualified"

as defined in the Balancing and Settlement Code;

"Reconcile"; "Reconciled"

in respect of the Charges referred to herein, means to settle an indicative charge against the actual charge;

"Register"; "Registered"; "Registration"

registration of the Supply Point(s) to a particular licenced supplier of Energy in accordance with industry regulations;

"Remaining Forecast Consumption"

the amount of electricity we expect you to use from the date of termination to the End Date of your Agreement based on your Nominated Consumption;

"REMIT"

means the EU regulation on energy market integrity and transparency (No 1227/2011) as amended from time to time;

"Renewable Energy Guarantees of Origin (REGOs)"

electricity certified as being produced from an eligible Ofgem accredited renewable energy source in the UK;

"Renewable Source"

wind, solar, geothermal, wave, tidal, hydropower, biomass, landfill gas, sewage treatment plant gas and biogases;

"Renewables Obligation Order"

means the Renewables Obligation Order 2002 or the Renewables Obligation (Scotland) Order 2002 as applicable and as amended;

"RO Charge"

has the meaning as defined in Clause 6.2.1.1;

"ROC"

means a renewable obligation certificate issued by the Authority under section 32B of the Electricity Act 1989 as amended and pursuant to the Renewables Obligation Order;

"Service"

any agreed additional product and/or service as shown in the Proposal;

"SSC"

the standard settlement configuration defined in the Balancing and Settlement Code for non half-hourly Supply Point(s) in your Installations which have similar time-switching regimes;

"Standard Retail Price"

our prevailing standard retail contract price for industrial and commercial customers;

"Start Date"

the date on which supply of Energy to the Supply Point(s) under this Agreement is proposed to commence;

"Supplier Certificate"

certificates available from HMRC or the government representing the percentage of supply eligible for relief from taxes, duties or third party charges. Including but not limited to the Climate Change Levy Supplier Certificates (PP11), representing the percentage of supply eligible for relief from Climate Change Levy;

“Supplier of Last Resort”

a licenced supplier appointed by the Authority in the event of an insolvency of another supplier under the Energy Act 2011;

“Supply Licence”

a licence granted to us under the Act to supply electricity to end users;

“Supply Number”

a unique identifier provided by a Network Operator in respect of each half-hourly UMS Certificate or each non half-hourly SSC;

“Supply Point(s)”

the point from which supply from a distribution network should be measured;

“Targeted Charging Review: Significant Code Review (TCR)”

an Ofgem-led project that assessed how residual network charges should be set and recovered in Great Britain;

“Termination Fee”

a fee charged to you by us which we have estimated as being the loss we will incur in the event that this Agreement is terminated before the end of the Agreed Supply Period;

“Terms and Conditions”

means these terms and conditions relating to the supply of electricity to you, as varied from time to time;

“Trade Credit Insurance”

an insurance policy and risk management product that assists in the management and mitigation of risk to us. The insurance policy is an agreement made between us and the Trade Credit Insurer;

“Trade Credit Insurer”

the legal entity that has provided the Trade Credit Insurance;

“Trading Dispute”

a dispute raised to or by Elexon to resolve errors in settlement that have affected trading charges and which are time bound as per Section W of the BSC;

“Trading Dispute Committee”

the committee established under the Balancing and Settlement Code to administer Trading Disputes and queries;

“Transmission Network Use of System (TNUoS)”

a charge applied by Transmission Network Operators for installing and maintaining the transmission system;

“UMS Certificate”

a certificate issued to you by your Network Operator, providing details of the inventory of your Installations and the EAC for each SSC, where relevant;

“Unmetered Supply Operator”

appointed under the Balancing and Settlement Code to calculate estimate Energy consumption for unmetered non half-hourly Supply Point(s);

“us”; “we”; “our”

E.ON UK plc or E.ON Energy Solutions Limited;

“VAT”

means value added tax;

“Working Day”

any day other than a Saturday, Sunday, Christmas Day, Good Friday or bank holiday in England and Wales;

“Writing”; “Written”

includes writing sent or received by electronic communication;

“you”; “your”

the party named as the customer in the Proposal.



Annex 1

Optimum Terms and Conditions

1. General

1.1 These Terms and Conditions are supplementary to the Terms and Conditions of the Agreement; in the event of conflict the clauses in the Terms and Conditions shall take precedence.

1.2 In these Supplemental Terms and Conditions, the expressions defined in the Terms and Conditions and which are used in these Supplemental Terms and Conditions shall have the same meaning as that set out in the General Terms and Conditions

2. Optimum

2.1 If Optimum forms part of your Agreement with us, you must agree to the relevant terms of use for Optimum which can be found at https://eon-optimium.com/terms_of_use (as amended from time to time). Failure to accept our terms of use means that you will not be able to use Optimum.

3. Definitions

3.1 The definitions in the Agreement shall apply throughout these Supplementary Terms and Conditions and the following terms have these meanings:

“Optimum”

means the energy data visualisation platform which we may provide to you subject to the service specific terms of use which can be found at https://eon-optimium.com/terms_of_use (as amended from time to time);

