



## **Customer Terms and Conditions**

**Version – 1<sup>st</sup> July 2015**

### **LEGALLY BINDING TERMS & CONDITIONS**

These terms and conditions set out the details of the legally binding contract for us to supply you electricity primarily for non-domestic purposes.

You are advised to read all the terms and conditions of this agreement. By proceeding with this agreement we assume you have read, understood and agree with these terms and conditions that creates a legally binding contract.

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## **Authority to Enter this Agreement**

1.1 By entering into this agreement you confirm:

- a) You are a company, partnership or other organisation and have the necessary authority to enter into this agreement on behalf of the company, partnership or organisation;
- b) If you are a sole trader you confirm that you are over the age of 18 years and;
- c) You agree for us to supply you with Electricity for Business/ non-domestic consumption or use.

## **Types of Agreement**

2.1 The type of agreement offered to you is dependent on whether you are a Micro Business or a Large Corporation as defined by the governing laws of this agreement, regulations and our available products and services.

2.2 The products we offer are subject to our discretion and whether you are a new or existing customer. It may include, but not limited to:

- a) Flexible agreement;
- b) A fixed term/fixed price agreement;
- c) Out of Contract Rates/Deemed Contracts;
- d) Advance Payment Plan and;
- e) Any other agreement or products we introduce from time to time

## **What you confirm**

3.1 As a recipient of Electricity Supply/supplied by us, you confirm that:

- a) You own or have lawful right of use of the site(s) /address (e.g. lawful ownership, lease, rent, tenancy) we supply electricity;
- b) The site(s) is/are connected to an electric mains supply connection or connected through another mains supply line;
- c) That your previous supplier does not object or have any reason to object to you transferring to us;
- d) You agree to pay the previous suppliers any related charges or bills you owe them or any other charges they can charge you as a result of the transfer including administration charges;
- e) If you are a partnership you agree that we may claim payment from each individual partner or jointly from all of you;
- f) You will give us information we reasonably ask to allow us to check your identity as our customer. This could include the passport or driving licence of the owners or directors or other documents such as utility bills or your tenancy agreement for the site or proof of site(s) ownership;
- g) You agree to allow us to receive any information from your previous supplier disclosing any information in their possession in respect of Metering Equipment at the site(s) to enable us to manage the supply;
- h) You shall provide all reasonable assistance to us in order for us to become a registered supplier for each supply point at the site and that you cannot take action to hinder or prevent us from becoming a registered supplier for each Supply Point at the site(s).
- i)

## **Supplying You Electricity – New Contracts**

4.1 Upon you signing a contract we will supply electricity and any services associated with the supply of electricity to the Supply Point at the site(s) from the start date until the end of your supply provided we are not prevented by the following:

- a) Previous supplier;
- b) Supply and connection systems and providers;
- c) You do something that prevents us from supplying to you;
- d) We have not managed to obtain relevant information;
- e) We are not prevented by Ofgem or other regulators or otherwise by law or regulation;
- f) We are unable to supply to you due to reasons beyond our control and we have taken reasonable steps to resolve it.

## **Moving in / Moving Out**

5.1 If you are moving into a site we supply, your contract will start:

- a) On the date you move into any site we already supply Electricity;
- b) If you are a landlord and your tenant moves out of the site or you take over responsibility for the site you will be liable for all the charges incurred from the date concerned. This applies to occupied and vacant sites.

5.2 You must also provide us with:

- a) A meter reading on the date you moved into the site;
- b) Contact details of the person responsible for payments and;
- c) Change of Tenancy Documentation to be provided with the lease/ rent agreement.

5.3 All the above will be subject to a Deemed Contract and the Deemed Contract Rates shall apply until there is a fixed price plan in place or you appoint another supplier.

5.4 If you are moving out of the site you must:

- a) Give us 30 days written notice before your leaving date;
- b) Provide us with your forwarding address and contact details;
- c) Where there is to be a new occupancy or subletting/renting you must provide details of the new tenant or occupant and;
- d) Provide us the landlord's details or any third party acting agent when the site becomes vacant.

5.5 This contract will continue if the above sections are not followed and you would be liable for all the Bills/Invoices and payments.

5.6 On the day you vacate the site you must supply a final meter reading and inform us of that reading.

5.7 Another tenant or occupier would only be offered a contract for the site upon notification from us following satisfactory checks.

5.8 When moving to another site and if we agree, you may transfer the existing price arrangement or we may agree a new contract with you.

## Risk Management - Credit Checks

6.1 Before we supply electricity to you we will carry out credit checks to assess any potential risk to us and may continue to do this during the supply period.

6.2 You consent for us (or our third party agent including credit reference agencies) to undertake credit checks to our satisfaction and agree to assist and supply to us any information we may require to process these checks.

6.3 Any checks we or any third party credit reference agencies (CRAs) conducts on our behalf could include any credit or payment history and fraud prevention checks with credit licence agencies of your business or organisation and they will retain copies of the searches. The CRAs may record and share such information with other organisations that may perform similar checks about you.

## Risk Management - Security Deposit

6.4 Before we supply electricity to you we may request a security deposit from you in advance as a security against payment for your electricity, which may be up to four months consumption usage. Your Security Deposit can be used to pay outstanding charges, bills or payments on your account. We will refund security deposits once we stop supplying electricity and your account does not show any outstanding payments. We do not pay interest on security deposits. When the deposits are to be returned you must provide us in writing an address where we should send any cheque payments to you or the details of your preferred bank account to which payment should be made.

6.5 Where you are a new customer, if we are unhappy with your credit score or we believe that you may not be able to pay your bills on time in full, we may refuse to supply you electricity.

6.6 If you are an existing customer and we have reason to believe that you may not be able to pay your bills we may at any time:

- (a) Ask you to pay in a different format or amend the payment periods (for example direct debit, BACs, weekly or monthly basis) among others;
- (b) Ask you to pay us a security or if you have already made a security deposit we may ask for a new security or increase the existing deposit (when this occurs the 4 months security deposit limitation in section 6.4 does not apply to this section);
- (c) Charge you different prices to take into account the risk to us or;
- (d) Due to your conduct such as unreasonable failure to co-operate with us in performing the terms of this agreement we may apply the options in this section.

6.7 If you do not provide a security deposit at our request:

- (a) We may refuse to agree any contract with you if you are a new customer and the deemed rates may apply; or
- (b) If you are an existing customer:
  - We may end any price arrangement that already exists and we will provide you with 14 days written notice and;
  - At the end of this notice period the rate that would apply would be based on our **out of contract rates/deemed rates** until another supplier takes over the supply to that site.

## **Your Obligation to Pay**

7.1 You are responsible for paying the bills/invoices and payments in full from your contractual start date. We will send you bills, invoices / statements which will set out our prices, third party charges, and pass through charges and apply the appropriate VAT rate and any other costs, levies and taxes you must pay and by which date.

7.2 With the exception of unit costs and other costs expressly set out in your contract which we will collect regularly; the other charges, taxes and levies will be charged to your Bills/ Invoices and Statements on a regular basis or at different intervals either on an estimated or actual or when full or partial re-conciliation is completed.

7.3 You must pay the entire amount due in full by the due date as set out in your bills, invoices or statements without deductions or off-setting or part payment. Deductions of any form (e.g. part payment, off-setting) will not relinquish your obligation to pay the full amount.

7.4 Any failure to pay the due amount by the due date would activate the late payment sections of this agreement.

7.5 If payment remains outstanding after 21 days we will refer the matter to a third party to De-energise the supply and take other action such as debt collection services (please also refer to the late payments section).

## **More Payment Details**

8.1 You must pay us all the Bills, Invoices and Statements we send to you and any other payments in accordance with your contract and terms and conditions of this agreement.

8.2 You agree to pay any new or increase in charges, taxes, levies or ad hoc charges in addition to the existing charges and costs.

8.3 There is a 14 months settlement period for the data on which you are invoiced/ billed and 28 months for any dispute final reconciliation (DF). Until the expiry of these periods data may be changed to allow either the addition of further charges or the issue of refund(s).

## **Other Applicable Payments**

9.1 In addition to the other sections we may also charge you for any costs that are not set out in the contract including third party costs, reasonable administrative or legal costs and expenses incurred by or on our behalf in relation to the agreement. Also including but not limited to proceedings under the agreement, arbitration, debt collection or recovery action, stopping supply, de-energisation, and re-energisation of supply, late or non-payment of any amount due, where you failed to keep an appointment with us or our agent, or not allowing meter readings or carrying out any work on your meter and any other amounts that by law or industry practice we are entitled to claim.

9.2 If you ask for any service which is not a standard part of the contract we will charge you accordingly. This would include making and sending copies of any documents we have already given you.

9.3 Any charges incurred as a result of any meter reading visits outside of the normal meter reading cycle; or if you ask us for a service, which is more than what is required by the law; change of measurement class; upgrades or transfer of metering equipment will be chargeable.

9.4 Any charges incurred as a result of your conduct or your representative that result in non-compliance with these terms or regulatory requirements we will forward those charges to you.

9.5 Any additional costs may be incurred by us as a result of failed site visits is attributable to you.

9.6 If you have an increase/decrease from the Estimated Annual Consumption (EAC) given at the start of the contract by 10% either way, this will be subject to a 6p per kWh (pence per kilowatt hour) charge for the amount of electricity used above the EAC and the amount of electricity not used below the EAC. The tolerance charge will be calculated and such re-calculation may affect the contractual rates agreed and the contract may have to be revised:

- a) At the end of the contract;
- b) When you leave or move;
- c) When you vacate the site;
- d) At your request when you have reasonable concerns or;
- e) When we have reasonable concerns.

9.7 We have the right to charge you at least £250 for every year we are your supplier, even when you are not using the site we supply.

### **Liability to Pay for Electricity Supplied via Your Meter**

10.1 If your meter also supplies to the site(s) or any parts of a site that you do not own or use you must tell us about it. You will be responsible for paying us for all the electricity that is supplied through your meter even if it is used at other sites or other parts of the site unless we have agreed with you in writing.

10.2 You must tell us the date a tenant or occupier moves into or out of a site and send us details of the tenant and meter readings for the relevant supply point for these dates. You will be responsible for paying for the bills/invoices that is used at your site unless a tenant or occupier that we have authorised has taken over responsibility for the supply point.

### **Taxes and other Levies**

10.3 If applicable you must pay UK taxes and duties including VAT and Levy Exemption Certificates (LECs) at the correct rates on our prices and other charges within the existing legislation, relevant regulatory and third party requirements. We will add these amounts to your bills/ invoices. (Please refer to sections 7.2, 8.3 and other relevant sections for details on process and procedure).

10.4 We will charge you VAT on the supplies to the site(s). This will be at the standard rate unless you send us a valid VAT certificate that shows you do not have to pay VAT at the standard rate at the site (s). If you do this we can reduce the rate of VAT on as shown by the percentage you declare on your VAT certificate. Any VAT exemption customers must declare and provide all relevant documents to receive the lower discounted rate at the point of contract agreement. Any documents provided to us after billing has commenced will be subject to an administrative charges.

10.5 We may at our discretion purchase electricity from any Renewable Sources or Good Quality CHP. In these circumstances we will not charge you the Climate Change Levy on the relevant part of your Supply, but we may apply a charge equal to the Climate Change Levy (CCL) such as the LEC and/ or another form of Renewable Charge (RC). However if you are a CCL and RC exempt customer you need to produce a relevant valid certificate (such as the PP11 form which needs to be provided at the time of entering into contract) and every April for us to take that into consideration.

10.6 If under one of these options or if we exercise our discretion by purchasing some electricity from any Good Quality CHP source, then for the purposes of the Finance Act 2000 (Schedule 6 paragraph

20A(3)) we shall be deemed to have made the following declaration as set out above save that all references to Good Quality CHP electricity shall be replaced by references to Renewable Sources electricity and all references to exempt Good Quality CHP supplies shall be replaced by references to exempt renewable supplies.

*'In each averaging period (as defined in the Finance Act 2000) the amount of electricity supplied by exempt Good Quality CHP supplies (as defined in the Finance Act 2000) made by the supplier in the relevant averaging period will not exceed the difference between (a) the total amount of Good Quality CHP so much of that total amount as is allocated by the supplier otherwise that to exempt Good Quality CHP supplies made by him in that averaging period'.*

10.7 Where it is established that you we have not charged you enough VAT, Climate Changes Levy or a RC, its equivalent or any other levy, charges or costs because the information you have given us is incorrect or facts in any document you send us is incorrect or due to damaged equipment, or tampering with the meter, or any other reasons beyond our reasonable control or due to any technical or administrative error; you would have to pay the difference to us, if we require this or to HM Revenue and Customs if they demand this. If we have overcharged you we will credit the excess amount to your account.

### **Increase/ Decrease of Unit Costs**

11.1 At any time during the supply period we shall be entitled to vary the unit costs or alternatively where necessary make adjustment on the next available bills/ invoice(s) by providing you with 14 days written notice, where:

- a) It is discovered that any of the information relating to any Supply Point differs from that confirmed on the quotation or agreement; or
- b) Any of the information you or your representative provided that we relied on to compute the prices is not correct; or
- c) There is inaccurate information including agreed supply capacity or;
- d) Any one of the first 8 digits of the 21 digits supply number are incorrect; or
- e) The voltage level of supply differs from that used to compute the prices or;
- f) You have a decrease or increase of 10% from the estimated annual consumption given at the start of the contract. This would be subject to a 6p per kWh charge for the amount of electricity used above the estimated annual consumption and the amount of electricity not used below the estimated annual consumption or;
- g) There is a change to the agreed supply KVA.

11.2 In the above circumstances we may require the entire contract to be revised or re-negotiated.

### **Increase/ Decrease of Other Costs**

11.3 There may be times when we need to vary the prices we charge you other than the unit costs/price. We would need to do so where we have to comply with any event or factor which has the effect of materially changing our business costs in a manner that is beyond our reasonable control. These would include relevant changes in the law, or any relevant government or regulatory instruction or obligation, a change in the price of a regulated network service, or the impositions or the annual or ad hoc increase or decrease of any tax or duties or third party costs (such as distribution/ transmission costs) or due to a technical or administrative error. If this happens we will publicise and/or inform you of the charges and give the reasons.



11.4 Where there is an unprecedented or serious or acute shortage of electricity or the prices increase significantly for any other reasons we may pass them onto you.

## **Payment and Billing**

12.1 We will send you Bills/Invoices by email or paper billing as outlined in your contract. The Bill/Invoices will provide a breakdown of our charges and prices which will be based on either an actual or estimated meter reading.

12.2 You must tell us if:

- a) you have not received the bill during your standard billing cycle;
- b) If you believe it is unusually high or low or;
- c) There are changes in your Estimated Annual Consumption by less than 10% or greater than 10%

12.3 We may use any money you pay us and/or you have given as security deposit or money we may owe you to offset what you owe us to recover any outstanding amounts.

12.4 Any duplicate paper Bills or Invoices requested will be charged at £5 each.

## **Failure to Pay and Late Payments**

13.1 If you fail to pay on the payment due date as shown on the bill or invoice we will apply a late payment fee.

- a) Late payment fees are calculated at 0.5% per day of the total amount due on the outstanding balance; this would be subject to a daily cap of £50.00 per day, per invoice/bill if 0.5% exceeds this amount and; the late payment fee will apply for a maximum period of 21 days from the payment due date;
- b) Where payment has not been received on or before the 21st day from the payment due date we may refer the matter to a third party debt collection service. We may also take other procedures including legal action and De-energisation of your electricity meter which could incur further fees and costs for any recovery of funds and;
- c) In addition we may also increase your contractual unit rate by up to 10% for the remainder of the contract and/or withdraw any discount or promotional offer by giving you not less than 14 days written notice and/or we may change the payment terms as originally agreed in the contract.

13.2 We will also apply the above terms to any other outstanding balance(s) and payments due to us.

13.3 If you wish to dispute a Bill/Invoice please discuss this with us immediately by telephone on 033 33 44 55 12. Our opening hours are Monday to Friday 9am to 5pm (excluding public Bank Holidays). Alternatively you can email us at [enquiries@maenergy.co.uk](mailto:enquiries@maenergy.co.uk). For further information please visit our website [www.maenergy.co.uk](http://www.maenergy.co.uk)

- a) Where a dispute has not been raised with us by the payment due date the invoice/bill would not be amended and payment must be made in full;
- b) If a dispute is raised after the payment due date any amendments (if applicable) would appear in the following month's invoice and;

- c) Any request for a re-bill must be received before the due date stated on the Bill/ Invoice. All re-bills will be at our sole discretion and:
- d) The payment terms on a re-bill may not match the payment terms on your contract;
- e) On a re-bill, payment terms will be calculated as the difference between the date a re-bill is requested and the disputed invoice due date, plus an additional 3 days up to the number of days defined within your payments in your contract;
- f) The number of days offered in which to pay your re-bill will not exceed your contractual payment days;
- g) All re-bills will be issued by e-billing unless the customer requests to receive a re-bill by post. Requests for re-bills to be issued by post must be made no later than 3 days before the due date on the disputed invoice.

## **Meters and Site Access**

14.1 For Half Hourly (HH) Meters you are responsible for arranging your own Contractual Meter Operator Provider (MOP). At your request we can introduce/ provide your details to our Third Party Meter Operator providers who will contact you to arrange an agreement for the service. This service agreement is between you and the third party.

14.2 For Non Half Hourly (NHH) Meters we will make any arrangement we need to provide a meter at each site and you agree to fully co-operate with those arrangements unless you agree to provide your own meter. If you make your own arrangements we have no legal responsibilities for this.

## **Meter Readings**

14.3 For NHH meters you must provide us with regular meter readings in order to receive more accurate Bills/ Invoices. We may require you to provide reading at our reasonable request. If regular customer readings are not provided, estimated readings will reflect on your Bill/ Invoices.

14.4 We reserve the right to obtain one routine reading of the meter once a year. You must fully co-operate with us to obtaining this reading.

14.5 For new contracts you must provide us with HH data/ NHH meter readings and provide us with the EAC for the period.

14.6 For change of tenancies or ownership you must provide a meter reading on the date of change. If this is not provided we will use an estimated reading based on the amount of electricity used at the site previously. This estimate will then be used to calculate a tolerance charge, based on your EAC.

14.7 For renewals meter readings must be provided on your last contractual end date. This information will assist to generate a tolerance charge and EAC.

14.8 When you provide a meter reading we will take all reasonable steps to ensure that it reflects your actual electricity charged in the bill/invoice provided it is submitted to us before the billing cycle.

14.9 Half Hourly (HH) Meter readings are obtained remotely through the data collector appointed for the supply point but Bills may still be estimated and reconciled when the actual data is received.

14.10 Smart Meter readings are also obtained remotely on a monthly basis but Bills may still be estimated. It may not be possible to obtain readings every month, but we will attempt to obtain monthly readings.

14.11 For NHH meters if you give a meter reading that is not reasonable with past usage we will try to contact you for a further reading. If the concerns remain we will use an estimated reading which you can dispute within 7 days. You must inform us if there are any unusual circumstances that may explain the readings.

14.12 You must not damage or interfere with the meters. If you do, we will charge you or your agents', reasonable costs to visit a site and carry out any repairs on the meter or to replace it (in which case we would also charge the replacement costs). If we suspect improper use or there has been unlawful interference or theft of electricity we may also prosecute and/or refer the matter to the relevant authorities. Where you suspect any theft, damage or unsafe equipment you must let us know immediately.

14.13 When we ask to inspect the meter, you must let us and other third parties to visit each of your sites that we supply. You must make sure it is safe to visit. You must fully co-operate and assist us, and other third parties with testing, assessing, investigating the problem whether it relates to pipelines, connections, repairing, replacing, reading, installing, removing, isolating or stopping the supply. If there is a danger we will arrange for your meter to be switched off. In the event of an emergency, danger or as a legal or regulatory requirement you agree to fully assist and co-operate with all relevant parties.

14.14 If you think the meter is faulty and not providing correct data you must inform us immediately. If you arrange for us to investigate the suspected fault and it is found that the meter is faulty then we will cover all costs otherwise we may ask you at our discretion to pay for these costs.

## **Terms of Connection**

15.1 When entering into this contract you are also entering into a standard connection agreement with the local electricity network operator. We act on behalf of the network operator to agree that both you and the network operator both agree to abide by the terms of the National Terms of Connection (NTC) and agree to keep to its conditions. The NTC is a legal agreement and sets out rights and obligations in relation to the connection at which your network operator delivers electricity to your business. The network operator is responsible for the continuity of your electricity supply. It must comply with certain service standards in relation to the delivery of the range of services they provide.

## **Notices**

16.1 Any notices required under this contract such as Renewing the Contract and changes to prices, charges and costs will be in writing and will be sent by post or email to you. General statements and changes to terms may also be published on our website in addition to being sent to you by post or email. Any notices sent by post/email will be sent to the addresses provided. For post we will use the billing address and for email(s) the email address provided. We will assume that emails are received on the same day of sending and letters sent by first class post are received within 2 working days unless we receive evidence to the contrary.

## **Early Termination of Contract**

17.1 If you wish to end your fixed period contract before the end date (for any reason including moving) you must provide us with 30 days written notice. We will charge you an administration fee of £250 for closing your account and the remainder of the Estimated Annual Consumption (EAC) at 6p per kWh.

17.2 All charges and outstanding payments must be cleared before the notice of termination otherwise we will object to you leaving to another supplier.

### **Contract Termination at end of Supply**

17.3 If you wish to end this agreement, you must provide us with no less than 30 days written notice. The date of termination may not occur before the contracted end date (unless you decide to terminate earlier in which case the early termination sections would apply).

Before your supply end date you have the option to:

- a) Enter into a new agreement with us for a new supply period (e.g. as in the Renewal letter);
- b) End this agreement by giving the termination notice and register with a new supplier;
- c) If you have registered with another supplier by the supply end date but have not transferred to this supplier by that date, we will continue to be the registered supplier after the contract has ended and you will be charged at our Deemed/Out of Contract Rates.
- d) If you have sent termination to our correct address but not registered with a new supplier you will automatically be charged at the Deemed/ Out of Contract Rates;
- e) If you do not end this agreement in accordance with our termination process the agreement automatically rolls over to a further 12 months period;
- f) If you are a Micro Business and have logged termination notice but have not nominated another supplier, Deemed/Out of contract rates will only apply to you 21 days after the contract end date.
- g) At least 90 days before the agreement ends we will issue you a Renewal letter (if you have not served a termination notice).

### **Termination Process:**

17.4 To terminate your contract you must follow the procedure set out below:

If you do not wish us to continue to supply your electricity after your initial agreed term you must notify us at least 30 days before the contract end date by either emailing [contract.termination@maenergy.co.uk](mailto:contract.termination@maenergy.co.uk); Or you may write to Contract Terminations, MA Energy Ltd, Unit 45 Skylines Business Village, London E14 9TS to confirm that you wish to end the contract. You must include your Account Number in your notice. If you do not end your Contract in this period, you will automatically roll over onto another fixed price plan offered to you in our Renewal letter. This new contract will not be for more than 12 months;

17.5 Until all payments are received we may object you transferring to a new supplier. We may also object to any transfer of supplier if:

- a) You are in a fixed term contract but have not given the necessary 30 days-notice to terminate the contract; or
- b) You have not paid the termination fee for terminating a contract during a fixed term period;
- c) If the supplier transfer was made in error; or
- d) It relates to a proposed meter point and the new supplier has not applied for all the related metering points on the same working day for the same supply start date.

17.5A We will take reasonable steps to transfer you to your newly appointed supplier within 21 days from the date of request unless any of the following apply:

- a) There are regulatory reasons which prevents us from doing this or;
- b) There are contractual reasons set out in these terms and conditions or;
- c) You ask us not to transfer or;

- d) You ask us to delay the transfer or;
- e) Difficulties with connection of the supply to the site or;
- f) We do not have all the relevant information to complete the transfer despite taking reasonable efforts to obtain such information or;
- g) Any other circumstances which is outside our reasonable control despite efforts to resolve them.

17.6 If there is any dispute on start and final readings, we can investigate this and invoice another Bill for the difference in light of our inspection of how much electricity was actually used.

17.7 We can end the contract or stop supply in accordance with any of the terms of this contract that allow for this; the transporter or network operator requires this; Ofgem, Elexon or an emergency situation or services require it; when the law requires it for any reason at any time.

17.8 In addition we may end the contract for the following reasons:

- (a) We give you notice because you have stopped trading; or
- (b) You have gone into administration or receivership or are in a similar or related situation or
- (c) Your company enters into voluntary arrangement with people you owe money to; or
- (d) We believe there is good reason for this or your situation has changed and this arrangement is not appropriate;
- (e) We have reason to suspect unlawful activity (for example theft of electricity) or have been given false information by you to pay us less money than we are owed, or
- (f) We are unable to Supply you the electricity for reasons beyond our control and or licence restrictions or at the direction of any relevant regulatory authority or party.

## **Amending the Terms**

18.1 We may change the terms and conditions of this agreement (including prices, methods of payments and other charges and fees) under the following circumstances or for specific reasons set out elsewhere in these terms and conditions:

- a) If there is any change to any law or regulation, decision or advice by a regulatory authority or a relevant third party which applies to this contract which makes any part of it illegal, unenforceable or affects the charges;
- b) The charges, costs or amendments to these written terms and conditions will be reasonably necessary to reflect the material changes to the running of our business, business costs or to accommodate a material shortfall at any time or to correct errors due to administrative or technical reasons;
- c) Your meter or supply circumstances change so that the prices no longer apply (for example: you change your meter; change in your usage or; Estimated Annual Consumption);
- d) If we believe that there is an increased risk to us due to the change in your circumstances;
- e) If you are a micro business and are in a fixed term period we will not change your contract terms on the sole ground you no longer satisfy the requirements of a micro-business. We may however change the terms on other reasonable grounds under these terms.

18.2 We will write to you about these changes at least 14 days before they take effect.

18.3 When we make minor changes to these terms and conditions we will give you 14 days' notice.

18.4 Where significant changes are made to your agreed contract which are not permitted under any of these terms and conditions we will provide you with 14 days' notice and offer you the option to terminate the contract without incurring any early termination fees or costs.

## **Data Use/Security Access**

19.1 The information you provide or we hold may be used by us or our third party agents to help identify you or your representative when you/they call. We may require you to set up passwords for accessing your account and for security reasons, to prevent crime, fraud and loss, for the administration of accounts, service and products.

19.2 We may share information with third parties who provide and/or receive services in relation to this contract in order to fulfil our obligations in accordance with this contract.

19.3 We may monitor or record telephone calls, to help improve our customer services, for security purposes, for administering your account or for debt recovery purposes.

## **Assignment of Agreement**

20.1 This customer agreement is between you and us. You may only transfer the agreement to some other business with our written agreement. We have discretion to refuse any such transfer.

20.2 Subject to the terms of this agreement and our requirements we may without your agreement assign or transfer all or any part of our rights and subcontract any part of our obligations under this agreement to a party that holds the necessary authorisation(s).

## **Liability**

21.1 We do not accept any liability whatsoever arising in respect of or in connection with any failure of the services provided by or any act or omissions of the Meter Provider, Distributor and the Network Operator and of any other party or action beyond our reasonable control.

21.2 Neither we nor any relevant third party such as the Network Provider will be liable for any loss or damage which is in-direct, special, consequential, economic or financial including expected or actual loss of profit, loss of use, loss of contract, revenue, goodwill, opportunity, business, increased costs and expenses or wasted expenses.

21.3 We may only be liable for loss or damage which is reasonably foreseeable consequence of our breach of this contract up to a maximum of £100,000 for any incident or series of incidents in any calendar year (excluding death or personal injury).

## **Dispute Resolution**

22.1 We are committed to providing an efficient and helpful service. At times this may fall short. If you have any concerns about our services please contact our customer services team or your allocated account manager. We are committed to resolving any concerns you may have and will aim to establish initial communication with you within 7 days if not sooner and hope to resolve your concerns within 14 days depending on the complexity of the matter.

22.2 In dealing with any dispute about the Bills and payments we may require full or 80% of the Bill, until the matter is resolved.

22.3 If you are a micro business customer you can complain under our dedicated micro business complaints procedure, which can be found on our website. A hard copy is available on request free of charge.

## **Electricity You Generate**

23.1 You agree to inform us in writing about any electricity you generate at the site where generating equipment is connected directly or indirectly to the electricity network we supply. You also agree to provide forecast of any future production. We may charge for the extra costs for this.

## **Force Majeure & Other Situations when Electricity Supply Stops**

24.1 In the event of an emergency, force majeure or threat if we or any legally authorised third party asks you to stop or limit the usage at a site you must do so immediately.

24.2 In addition to section 24.1 above your supply may be stopped in an emergency and we or any relevant third party shall not be liable to you for any failure or delay in performing the obligations under this agreement for reasons including:

- a) In the event of Force Majeure; or
- b) Load shedding; or
- c) At any time if there is not a valid connection agreement with the local Network Operator, or National Connection Terms; and/or
- d) Circumstances we have no control over (although we will take reasonable steps to keep supplying you);

## **Emergencies and Safety**

25.1 If you are aware of an incident that causes danger or requires urgent attention regarding the supply or affects the maintenance and availability of the Electricity Distribution Network you must inform your Network Operator and us immediately or as soon as practicably possible.

## **Enforcement Rights and Severance of Terms**

26.1 We shall be entitled to enforce any rights and obligations under this agreement even if there is a delay or the contract ended already or you have appointed/ are with another supplier.

26.2 In the event that one or more of the terms of this agreement is found to be unlawful, invalid or otherwise unenforceable, that those terms shall be deemed severed from the remainder of this agreement. The rest of this agreement shall be valid and enforceable.

26.3 None of the terms in the Contracts (Rights of Third Parties) Act 1999 (or as amended) applies to this contract/ agreement and no third party can enforce them.

26.4 Any provisions of the terms and conditions which expressly or by implication is intended to remain in force and effect following termination shall survive termination of the contract.

26.5 The headings and sub-headings have been inserted for convenience only and should be ignored for purposes of construction.

## **Governing Law & Court Jurisdiction**

27.1 Any dispute controversy, proceedings or claim relating to this agreement (including any non-contractual matters and obligations arising or associated with this agreement) shall fall within the jurisdiction of the courts of England and Wales.

27.2 This agreement (including any non-contractual matters and obligations arising or associated with this agreement) shall be governed by, and construed in accordance with the laws of England and Wales

### **Direct Debit Process for Approved Customers**

28.1 Once you agree to pay under the direct debit scheme and the mandate is agreed and processed by us the payment becomes due 10 days after the tax point date;

28.2 Payments will be collected 1 day early/ or 1 day late, if the 10<sup>th</sup> day falls on a weekend or a bank holiday;

28.3 If the first attempt to collect payment fails, another attempt will be made to collect again after 3 working days. This will incur the late payment charges at the standard rate, plus a penalty of £15.00;

28.4 If payment collection fails on the 2<sup>nd</sup> attempt, you will continue to incur late charges and will be liable for an additional penalty of £15.00;

28.5 After the failed 2<sup>nd</sup> attempt, you will be required to make BACs payment of the outstanding payments. At our discretion we will evaluate whether you should continue paying by Direct Debit or another payment method should be used;

28.6 If you fail to pay by the 21<sup>st</sup> day from the original direct debit payment collection date (tax point date plus 10 days plus 21 days) we may refer this to third party debt collection service and/ or instigate other form of debt collection internally or via third external services;

28.7 Throughout this procedure no new bills will be issued unless the bill is disputed in which case the bill dispute terms in the Late Payment terms section will apply and;

28.8 You agree to be contacted by our Direct Debit Scheme Operator which can be a third party company and you agree that we can supply your contact details to them.



## Definition of Keys Terms and Explanation used in the Agreement

Terms not defined below shall have the meanings ascribed to them in any Standard or reputable English dictionary or, where the context indicates and if appropriate, the meanings given as common usage in the industry. References to “we” “us” “our” “the company” and similar phrases shall refer to MA Energy Ltd unless indicated differently. Expressions such as “customer” “you” and similar terms refer to you as our customer.

**Address** refers to the **site(s)/premise(s)** at which Meter Point Administration Number (**MPAN**) supply is located

**Agreement/contract** This is the legally binding contract for the supply of electricity you have agreed with us by signing a document or as part of the rollover agreement or out of contract or as a deemed contract including any amendments made to these terms and conditions and prices, costs, charges, levies and taxes.

**Agency Services** means the services of the Meter Provider/Operator(s), Data Collector(s) Data Aggregator, Data Retriever among others

**Bills/Invoices** are statements which will include details of your energy use, what we have charged you and payments you must make to us.

**Billing Period** are the dates from and to which the electricity is billed in an invoice/billing statement.

**Capacity charge** also known as the Availability Charge, this is a fixed daily charge that relates to all Half Hourly Meter sites. This is a maximum demand which you have deemed to have agreed with the distributor to supply to you. If at any time your limit is exceeded the distributor may apply **Excess Capacity** charges on top of your standard capacity charge. The site(s) capacity is measured in kilovolt amperes (kVA)

**Charges** are any costs, levies or payments for the supply or related to the supply of electricity to the customer’s premise/ site.

**Combined Heat and Power (CHP)** is the electricity produced in a Combined Heat and Power station that is exempt from the Climate Change Levy in accordance with paragraph 20A of Schedule 6 of the Finance Act 2000

**Customer** is the company, partnership or other organisation that is expressly named party to the contract with MA Energy Ltd to be supplied electricity.

**Data Aggregator** is a third party/company we appoint to collate metering data received from the Data Collector. The Data Aggregator receives the metered data from the Data Collector and aggregates the data.

**Data Collector** is the third party/company we appoint to retrieve, validate and process metering data. The Data Collector is responsible for collecting data from metering systems to determine the electricity consumption remotely or by manual meter readings

**Deemed Contract/Out of Contract** are applied to customers who have not agreed to pricing arrangement (e.g. fixed price) or the fixed price/ fixed period has expired or been terminated. This would normally exist where (a) any type of customer moves into a new premise and starts to use electricity without agreeing a contract with us (b) a deemed contract also arises where an existing contract comes to an end and the customer continues to use electricity and (c) a deemed contract would also exist where the contract ends and the customer has made us aware that they do not

wish to continue the contract but has not appointed another supplier and continue to use electricity supply from us. Section 17 for example provides more details on these matters.

**De-energised** is the stopping of the flow of electricity from a meter by removal of the fuse unit

**Disconnection** is the removal of the supply meter from the site which can also entail the removal of the cables by your distributor

**Distribution Network Operators (DNO)** are companies licensed to distribute electricity in Great Britain

**Distribution System** connects electricity from the transmission to end users at lower voltage

**Equipment Charges** means charges we are required to pay to the third parties or that we have incurred ourselves where work is carried out on the Equipment. This may include, but not limited to, the damage of the Equipment (including the meter). If the damage is your fault you are liable for the costs. Visits to the Address relating to the inspecting or changing the meter and any costs associated with changing the meter. Replacement of meters upon the expiry of the certified dates will be at our own expenses.

**Force Majeure** refers to any event or circumstances whatsoever which is beyond the control of either party and includes but not limited to acts of nature such as bad weather conditions, emergencies such as power failure, internet service provider failure, industrial action, civil unrest, fire, storms, earthquakes, acts of terrorism, acts of war, government intervention, regulator or relevant third party action, electricity generation and supply problems or any other action beyond our reasonable control.

**FITs, Market Levelisation and related Charges:** Feed in Tariffs (FITs) and market levelisation charges are part of the government's cleaner/greener energy charges. These charges are set by the government/regulator depending on FITs contribution and or our market share among other factors.

**Fixed Price/Fixed Period** this contract fixes the unit costs of supply of electricity for an agreed duration in advance. The fixed price is a reference to the unit price being fixed and standing charges (unless the standing charges are not specifically mentioned in the contract).

**Half Hourly Meter (HHM)** remotely measures accurate consumption used every half hour. Customers with a maximum demand in excess of 100kW are mandated to be on these meters.

**Non Half Hourly (NHH)** Supplies electricity under 100kVA metered, using standard meters that are read manually or remotely. All NHH Meters hold 03 – 08 profile class

**Local Distributor** means the owner of the relevant distribution system (the local network operator).

**Levy Exemption Certificates (LECs)** is the Electricity produced from designated renewable sources that is exempt from the Climate Change Levy and is entitled to Levy Exemption Certificates.

**Load shedding** is the deliberate switching off of electrical supply to parts of the electricity network, and hence to the customers in those areas. This practice is rare, but is an important part of the emergency management of all electricity networks. Load shedding can be required when there is an imbalance between electricity demand (customers' usage) and electricity supply (the ability of the electricity network to generate and transport the required amount of electricity to meet this demand).

**Kilowatt hour (kWh)** is a unit used to measure energy consumption of electricity used

**Meter Operator Provider (MOP)** is an Accredited appointed agent to provide all fieldwork activities including the installation, commissioning, testing, repair, maintenance, removal and replacement of metering equipment in relation to a relevant Metering Point;

**Micro-Businesses** is a company, partnership or other organisation which has an annual consumption of not more than 100,000 kWh.

**National Grid** is the high-voltage electric power transmission network in Great Britain, connecting power stations and major substations and ensuring that electricity generated anywhere in England, Scotland and Wales can be used to satisfy demand elsewhere.

**National Terms of Connection** means as a supplier we are acting on behalf of the Network provider/operator(s) to make an agreement with you. This agreement confirms that you, the customer and your operator accept the National Terms of Connection (NTC). This agreement becomes active from the date you enter into the agreement with us and is a legally binding agreement. The NTC set outs the rights and duties in relation to the connection at which your network provider delivers electricity to, or accepts electricity from, premises.

**Pay/ Payments you must make to us** are any amounts under this contract/ agreement including charges, costs, duties, levies, prices, taxes and any other amounts.

**Payment due date/due date** means the contractual days agreed under the contract to make payment from the date of an invoice or bill. If there is no agreement on the payment date or it is not agreed the default date for payment is 7 days from the tax point date. For payments details at different intervals or after partial or full reconciliation or after 14 or 28 months or corrections or for any other amendments please refer to details in sections 7.2, 8.3 & other pay related sections in the terms and conditions.

**Payment Method** is the way you pay for the electricity supplied and includes BACS/Cheque and any other payment methods we may agree with you.

**Pass Through Charges** are charges not part of your contractual unit cost/rate. Generally they include government, regulatory and third party costs, charges, levies and taxes. Where they have been included in the unit costs or expressly stated in your contract these will not be duplicated.

**Prices/ Price** is/are what we will charge you for supplying electricity to your site (s) such as unit costs and other items as expressly set out in your contract details.

**Reactive Power Charge:** With some electrical installations the power that customers use is slightly more than the power they need to perform their business or manufacturing processes. This “surplus” power is usually referred to as reactive power. Although not receptively used, reactive power still needs to be generated to give enough of the true power, “active power” to enable you to run procedures that use electricity.

**Renewables Obligation (RO)** is a mechanism designed to support large-scale renewable electricity generation. Through the RO, the Government places an obligation on all licensed electricity suppliers to source a percentage of the electricity we supply to customers from renewable energy sources. A proportion of the electricity we supply must include energy from a renewable energy source.

**Roll Over Contract(s)** is an automatic contract activated before the end of your current contract whereby termination has not been notified.

**Contract Termination** is ending the contract either due to the arrival of the contractual end date or an earlier termination.

**Transmission Network Use of System (TNUoS)** is the charge levied on generators for transmitting electricity across the GB electricity grid network. National Grid, the company appointed by Ofgem to manage the GB grid, implement a charging regime that levies higher charges for access and use of the transmission network on generators furthest from centres of demand. TNUoS represents a proportion of overall transmission costs, with the remainder being met directly by customers.

**Triad Charges** relate to National Grid's transmission charges. They measure maximum demand readings three times a year and use the average of these readings to calculate Transmission Network Use of System (TNUoS) charges. Triad charges are only applicable for half hourly metered sites.

**Significant Change(s) to the Terms** would occur when there is a/re major change (s) to the terms which is/ are not authorised under any of the terms and conditions of this agreement.

**Standing Charges** is the daily charge that you must pay us to keep the site connected to the supply however much electricity you use

**Smart Remote Metering** is an electrical meter that records consumption of electric energy at hourly or less and communicates that information at least daily back to the utility for monitoring and billing purposes. Smart meters enable two-way communication between the meter and the central system.

**Supply Start Date (SSD)** is the date each supply point transfers to the supplier successfully.

**Renewal Agreement/Contract** is a contract agreed before or after your current contract end date.

**Supply Period** means the supply of electricity under the Contract

**Supply Number/MPAN** is a 21-digit reference used in Great Britain to uniquely identify electricity supply points. The supplementary data gives information about the characteristics of the supply and is the responsibility of the supplier.

**Supply Point(s)** is a location where supplies, services and materials are located and issued whether installed by us or other suppliers.

**Third Party Intermediary** is usually an energy broker or energy consultant who provides price comparison, energy contract advice and in some instances utility management to businesses. In most instances, charges for services provided to you by Third Party Intermediaries will be included in your energy rates.

**The unit cost/rate** includes the cost of electricity and may include other costs as expressly set out in your contract.

**Use of Systems Agreements** means the agreements for any network rental necessary to supply the premises