

## Terms & Conditions

*For Business Electricity Customers*

## Dual Energy - Terms & Conditions

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These are the terms and conditions of Dual Energy Direct Limited (hereinafter referred to as Dual Energy) for the provision of electricity supply services, at premises in Great Britain, wholly or mainly for non-domestic purpose including sites under a price arrangement, out-of-contract sites and deemed sites. The contract is between you (the customer) and Dual Energy. The contract consists of these terms and Tariff, and the details contained in any associated schedules. Please read these terms and conditions carefully to ensure you fully understand your commitment and our obligations. Each contract will run from the date that you signed a form, submitted an application over the internet, or made a verbal agreement on the telephone. Supply will commence on the Start Date notified to you for each Service we supply to you.

### WORDS & PHRASES

Words and phrases used in this contract have these meanings:

“we” and “us” and “our” in each case refers (regardless of any wording to the contrary) to subsidiaries of Dual Energy and includes any employees, officers, officers, or agents of those companies acting for the purpose of this contract.

“you” and “your” refers to the person or persons or business named on the Application and/or any other persons or business notified by you to us from time to time and accepted by us.

“energy” means electricity.

“premises” includes any part of any land or building or structure supplied under this contract at which the supply is used wholly or mainly for domestic purposes.

“OFGEM” (Office of Gas and Electricity Markets), formed by Parliament to protect the interests of utility customers.

“Supply” and “supplied” in each case refers to the supply of a utility service under this contract (but not otherwise) and may include the provision of Services required or undertaken in respect of each supply.

“Smart Meter” means a meter that has the capacity to be remotely read or managed and/or provides you with consumption and other additional information, and may have a separate keypad or display.

“Climate Change Levy” (CCL) means the tax on business energy supplies pursuant to the Finance Act 2000.

“Averaging Period” has the meaning ascribed to it in the Finance Act 2000, Schedule 6, para 20B.

“Renewable Electricity” means electricity produced from renewable sources as defined in Regulation 47 of the Climate Change Levy (General) Regulations 2001.

“Good Quality CHP Electricity” means electricity produced by Combined Heat and Power generation and meeting the CHPQA criteria by the Department for Environment Food and Rural Affairs.

“Supply point” means the point at which the flow of the utility service to the supply address is metered. By telling us in writing during the Initial Period or any extended period in which case it will then terminate at the end of the Initial Period or extended period.

## 1. OUR OBLIGATION TO EACH OTHER

- 1.1 We agree to supply the Services that you have chosen at the premises you have specified.
- 1.2 You agree that you are the owner or an occupier of the premises (or will be on the date you require the Services to start) and have authority to change the supplier of the Services at the premises.
- 1.3 You agree that the premises are currently connected to the electricity networks for the relevant Service, or that they will be when the Service is due to start.
- 1.4 You agree that you are responsible for all pipes, fittings, plant, wires and cables, equipment, and apparatus used in connection with the supply on your side of any meter and will maintain them in good working order and safe condition at all times.
- 1.5 We do not guarantee the supply of a Service to your premises. Our supply of a Service will be delivered to your premises by the local electricity network operator (referred to as a relevant network operator). This contract does not give you a legal right to have electricity delivered. Your separate connection agreement with your local electricity distribution network operator (see clause 10 below) gives you that right, and automatically takes effect from the date of this contract.
- 1.6 You agree to pay any of our charges due under clauses 4 to 6, and you agree to indemnify us for any loss or damage to any utility metering equipment or component thereof including removal or replacement costs.
- 1.7 You agree that the premises are wholly or mainly for non-domestic purposes and that there are no vulnerable persons on site and accept that supply may be disconnected if any part of this agreement is breached.

## 2. START OF SUPPLY AND DURATION

- 2.1 It is your responsibility to ensure that you have accepted a Tariff appropriate for the meter configuration at your premises. Where the meter configuration is not appropriate we reserve the right to change your Tariff to one that matches your meter configuration.
  - 2.1.1 It is your responsibility to ensure that you have accepted a Tariff appropriate for the consumption at your premises. Where the consumption is not appropriate we reserve the right to change your Tariff to one that matches your consumption or charge a Supplementary Fee that reflects your consumption.
- 2.2 Before we can make a supply of energy, you must provide us with a meter reading, or permit us or any other person on our behalf, safe access to the supply address to obtain a meter reading.
- 2.3 We shall let you know in advance of the date when we shall start the supply, which will be the latest of:
  - 2.3.1 A date which we have agreed between us;
  - 2.3.2 The earliest date when we can register you as our customer.
- 2.4 If your previous electricity supplier objects to our registration of your supply point either because you owe them money, or because your supply agreement with them has neither expired nor been terminated, or for any other reason, this contract shall remain in force and we will continue to pursue the registration of the supply points in accordance with the original intent of the contract to the extent that this is possible. If for any reason it is impossible to register the requested utility, e.g. because it does not exist at the premises requested or if the previous supplier does not release the supply point for a period of over 3 months, we will notify you and our obligations will cease.
- 2.5 The Initial Contract Period of any Services will be as stated on the Application and will start on the earliest of the Start Dates for the Services. You may terminate the contract at any time provided you give us a minimum 30 days written notice before the Contract End Date. The last date for providing notice is also shown on your bill as the Notice Period End Date (Relevant Date). This is the date you must provide notice by should you wish to move to another supplier when your contract ends. If you are a micro business consumer (see section 14 for definition) the Contract End Date and Notice Period End Date will be displayed on your monthly invoice.
- 2.6 If you do not provide the relevant notice by the end of your contract, the contract will rollover for a further 12 months fixed at prices issued to you at the time.

## 3. ACCESS TO PREMISES AND METERS

- 3.1 You agree to allow the relevant network operator and any other agent appointed by Dual Energy to have safe, full, and free access to your premises:

- 3.1.2 At all reasonable times for the purpose of installing, maintaining, or replacing any pipes, fittings, plant, wires and cables, equipment, or apparatus owned or operated by either of them in connection with the delivery of the service;
- 3.1.3 At all reasonable times for the purpose of installing, maintaining, testing, removing or reading any utility meter or utility metering equipment that is used to enable us to perform our obligations under this contract.
- 3.2 You agree to the installation of a Smart Meter.
- 3.3 Where access is not provided or installation of a Smart Meter is refused, we reserve the right to terminate this contract. You accept it may be necessary to obtain a legal warrant to gain access to the premises and/or apply a monthly surcharge to cover the manual administration for the maintenance of a non-smart meter.

## 4. PRICES AND PRICE CHANGES

- 4.1 The payment of periodic invoices by Direct Debit forms part of the Tariff. Should you cancel a Direct Debit mandate that is required by the Tariff, you will be in breach of this contract. The price we charge you may have to change to reflect this and may include moving you to a Tariff which is necessarily more expensive than our contracted rates. Also, if the change in your payment method requires any meter or associated equipment to be changed, there may be a charge to cover this.
- 4.2 We may change the prices or charges during the Initial Contract Period or any extended period in accordance with the Tariff (for example if your Tariff has an annual price indexation), continued use of Services thereafter constitutes acceptance of any change.
- 4.3 There may be times during the Initial Contract Period when we need to vary the price we charge you other than in the circumstances described in clause 4.2 above, to comply with any relevant event or factor which has the effect of materially changing our business costs in a manner that is beyond our reasonable control. Examples would be a relevant change in the law, or any relevant government or regulatory instruction or obligation, a change in the price of a regulated network service, or the imposition or variation of any tax or duty. All our prices and charges are affected by UK tax or duty, where applicable including VAT at the prevailing rate. We reserve the right to pass on to you any tax, duty or levy which is imposed upon us in relation to the supply of service to you under this agreement, including (but not limited to) Value Added Tax, Renewables Obligation, Climate Change Levy, any carbon tax or other similar levies. If we absorb any of these levies for a period of time, that does not restrict our right to begin passing the costs on at a later date.
- 4.4 If you ask for any service other than that provided as the standard service by the relevant network operator, or cause them or us to incur costs beyond those that they or we would normally incur in carrying out our obligations to you, we reserve the right to charge you accordingly. If your premises are connected to the mains network by an independently operated network then the IGT Fee as specified on your Tariff will apply.
- 4.5 We will write to you 60 days prior to the end of your Initial Contract Period notifying you of the prices to be levied for a further fixed price period.
  - 4.5.1 If you have entered into an Initial Contract Period of 36 months we will review the prices on a yearly cycle. We will notify you of any revised rates at least 60 days prior to the end of each subsequent 12 month period. If you do not wish to accept the new terms and conditions and charges you must notify us in writing at least 30 days prior to the end of the current period.
  - 4.5.2 Unless you notify us in writing to the contrary more than 30 days prior to the end of the Initial Contract Period, or an Extended Period, you will be deemed to have accepted the revised pricing from the end date of the Initial Contract Period or Extended Period for a further period of 12 months.
  - 4.5.3 If you notify us more than 30 days prior to the end of the Initial Contract Period or an Extended Period that you wish to terminate your agreement, and you subsequently fail to transfer your service to another supplier by the end of the Initial Contract Period or Extended Period, you may agree a new contract with us or be moved to our Standard Tariff pricing (rates available at [www.dual-energy.co.uk](http://www.dual-energy.co.uk)) whereby a 30 day notice period will apply.
  - 4.5.4 If you notify us that you do not wish to accept the revised contract details we can negotiate new contract details or you can select a new supplier to take over the supply when the current fixed price period ends. We reserve the right to charge a Meter Installation Fee where you transfer to a new supplier and the meter has been installed for less than 12 months.

- 4.5.5 If you have entered into an Initial Contract Period of 36 months, we will waive any Early Termination Fee if we are unable to match a genuine offer for a comparable service from an alternative supplier presented during the 60 day notification of the yearly price review. To enable us to determine eligibility for the waiving of an Early Termination Fee we require written evidence in the form of a formal offer to supply the premises from the alternative supplier and 14 days in which to compare the proposed pricing and to respond to you. If at any time you breach the terms of this agreement, you waive your right to the yearly price review and competitor price match.
- 4.6 If we are able to match any genuine offer for a comparable service from an alternative supplier, you will be deemed to have accepted the revised pricing of the Initial Contract Period or Extended Period for a further period of 12 months. If we are unable to match any genuine offer for a comparable service from an alternative supplier and you subsequently fail to transfer your service to another supplier by the end of the Initial Contract Period or Extended Period, you may agree a new contract with us or be moved to our Standard Tariff pricing (rates available at [www.dual-energy.co.uk](http://www.dual-energy.co.uk)) whereby a 30 day notice period will apply.
- 4.7 If at any time you breach this agreement we may instruct you to transfer your supply to another supplier. We will only release the supply once you have paid any outstanding debt or arrears on your account.

## 5. BILLING AND PAYMENT

- 5.1 We will provide you an invoice electronically (which will show you a breakdown of our charges) at monthly intervals. Should you opt for a paper invoice, request an ad-hoc paper invoice or statement of account, there is an additional charge as published on our list of Supplementary Charges.
- 5.2 Our invoice will be based upon your usage as reported to us via any installed smart meter. Where a non-smart meter is in use or until we can install a smart meter, the invoice will be based upon a reasonable estimate of your energy consumption. This will be calculated from information we have about your use of the Services. You must pay the estimated amount; any under or over estimate will be corrected automatically the next time you pay a bill based on an actual meter reading. If you are unhappy with an estimated bill, you should tell us as soon as possible and provide us with a recent accurate meter reading. Should you wish to receive a bill based on actual consumption, you must provide a reading/s before or on the 27th of each calendar month (before 5.00pm).
- 5.3 You agree to pay each bill in full (even if estimated) by Direct Debit, or an alternative payment method exceptionally agreed with you. Your bill should be paid within the specified payment scheme as appropriate. If you do not pay in the agreed manner, your right to continue taking Services from us under your chosen option may end. If you have more than one account or meter, we reserve the right to apply credits on one account to debits on another and vice versa.
- 5.4 If you do not pay your bills by Direct Debit we are entitled to ask you to pay by some other method without waiving our right to require future payments by Direct Debit, in which case there may be a price increase (see clause 4.1 above). Depending on your payment record we may require you to prepay for the energy you use.
- 5.5 We reserve the right to charge you interest for late payment on any outstanding amount. Should it become necessary, this will be at an annual rate of 8 per cent above the base lending rate from a high street bank in England, as we shall nominate from time to time.
- 5.6 We reserve the right to recover reasonable expenses incurred in recovering monies owing and unpaid, including costs associated with disconnection or replacement of a meter in those circumstances and any other third party costs.
- 5.7 Where you terminate a service earlier than the Initial Contract Period or an Extended Period we reserve the right to charge an early termination fee which is a fixed charge equivalent to your average monthly usage times the number of months remaining in the Initial Contract Period or Extended Period. If you terminate before the Service Start Date there will be a fixed charge equivalent to three times your estimated monthly usage.
- 5.8 Should you fail to make payment on outstanding amount or clear arrears within 30 days of invoice date, we may pass your account to a debt recovery agency whereby further charges will apply and commence with the disconnection of your service.
- 5.9 For each of the above events we reserve the right to charge the administration fee specified on our list of Supplementary Charges.

- 5.10 Should you make a refund request, this can only be processed upon receipt of an actual meter read and may take up to 28 days to process. Due to standard industry lead times any refund request made after a final invoice may take up to 45 days to process upon receipt of the closing meter read.
- 5.11 We reserve the right to place your account and meter on a Prepayment Service at any time to avoid restricting your supply should we need to recover any outstanding debt on your account; if we believe you have tampered with your meter; if you fail a credit check for any reason or already have a prepayment meter. You agree to buy sufficient credit to cover the supply you use, including standing charges, and any outstanding debt, and accept responsibility for all this at all times.
- 5.12 If your credit runs out, your supply will be automatically disconnected and will only be reconnected when your account has sufficient credit for 7 days of usage. If we have allowed you to use any emergency credit, that must also be repaid before your supply can be reconnected. Reconnection is normally completed within 2-4 working hours of receiving your payment, however this can take up to 2 working days. If there is a technical problem we will arrange for an engineer to visit you as soon as possible, but we will not be liable for any loss you may incur as a result of the delay in reconnecting your supply. If, in our reasonable opinion, the technical problem was caused by you, we will charge you for the engineer's visit.
- 5.13 If your debt has been placed on a Prepayment Service you must make the agreed repayments to clear the debt. We will agree with you a reasonable period of time to pay off any arrears. These payments must be made in addition to payments for your energy use. If you do not keep up these repayments, then we may require you to pay off all of your arrears in one payment.
- 5.14 You accept the supply rates of our Prepayment Tariff for the duration of the contract period and agree to pay an additional meter installation fee (if applicable) as published on our list of Supplementary Charges plus any reasonable administration charges.
- 5.15 We may agree to accept regular weekly or monthly fixed payments from you to form a Budget Plan that provides advance payment by Direct Debit for the energy you use. We will set the fixed payment amount based on information you provide and will reflect your estimated consumption, contract tariff, prevailing taxes and duties; and seasonal variations. We will monitor your account balance and may change your fixed payment amount if it is too high or low, issuing you with at least 10 days written notice of any change.
- 5.16 If you fail to make a Budget Plan payment we will apply a failed payment charge to your account, even if you are in credit. We may, at our sole discretion, require you to pay a Security Deposit and/or place you onto our Prepayment Service.
- 5.17 Upon termination of your contract with us, we will repay any credit on your account provided you have given us the notice required by these terms and conditions; and if having left the premises, you provide a forwarding address and final meter readings; and we have no grounds to dispute the final meter readings; and you do not have any other accounts with us (we will transfer the credit balance to those accounts if you do).
- 5.18 We will endeavour to send you monthly VAT invoices, and monthly account statements. It may take us longer to send you invoices and statements if we have problems obtaining the information we require to compile them.
- 5.19 If you are liable to pay the Climate Change Levy you agree that we can supply you with electricity that is exempt from the Climate Change Levy (CCL). There is an additional charge for such electricity, the charge being equal to the prevailing rate of CCL. When we supply electricity that is exempt from CCL, in each Averaging Period the amount of electricity we supply to you will not exceed the amount of Renewable Electricity or Good Quality CHP Electricity we have either acquired or generated.

## 6. SECURITY FOR PAYMENT

- 6.1 In some circumstances we may ask you to pay a Security Deposit. Circumstances in which we will do this include, but are not limited to, the following:
- 6.1.1 At the start of your contract with us, if we are concerned about your ability to pay our bills, have a poor payment history or fail a credit score, fail to make a payment whilst on a Budget Plan or have recently moved into premises where Dual Energy is the incumbent supplier and a 'Deemed Contract' applies;
- 6.1.2 If the bills we send you are not paid in accordance with clause 5.3 above;
- 6.1.3 If at any time we have had to refer your account to an external debt recovery agency;
- 6.1.4 If you are the new occupier of your premises and are not yet under contract either with us or with any other supplier.

- 6.2 If we ask you to pay a Security Deposit you must ensure that we are in receipt of cleared funds within 5 working days from the date on which we ask you to pay a Security Deposit.
- 6.3 Any Security Deposit you pay to us will be held by us in a separate commercial bank account and will not accrue or earn any interest. We will send you a receipt for the amount you pay to us.
- 6.4 Any Security Deposit paid by you will be repayable to you, less the amount of any unpaid bills you owe us, in the following circumstances:
  - 6.4.1 At the end of your contract with us, when you enter into a contract with another supplier and move the supply away from us;
  - 6.4.2 When you vacate the premises, either as owner or occupier.
- 6.5 We will be entitled to draw on funds held by us by way of a Security Deposit at any time for outstanding debt or when any bill issued to you remains unpaid by the end of the calendar month in which it falls due for payment. If we draw on the deposit you will be required to replenish the taken amount upon demand.

## 7. OUR RIGHTS TO STOP SUPPLYING YOU

- 7.1 We will be entitled to discontinue, restrict or cut off a service to your premises in any of the following circumstances:
  - 7.1.1 You do not pay your bills (or any Security Deposit we have asked for in accordance with section 6);
  - 7.1.2 You do not carry out any of your other obligations under this contract;
  - 7.1.3 We are required to cut off your supply under any of the utility industry arrangements under which we operate;
  - 7.1.4 There is a risk of a danger to the public if we continue to supply;
  - 7.1.5 We commit a serious breach of our arrangements with you under this contract (for example, if we reasonably believe that you have stolen energy or deliberately interfered with a meter or with any part of the metering equipment);
  - 7.1.6 In any circumstances permitted by any statute, regulation, code of practice or any supply licence, but in all such cases subject to any obligation we may have arising from our supply licence or by law;
  - 7.1.7 OFGEM, the transporter or the network operator tell us to do so.
- 7.2 In circumstances where we are entitled to discontinue the supply, you must allow us or any duly authorised person on our behalf, free and uninterrupted access to the supply address, the meter and all metering equipment at any reasonable time to disconnect the supply. If the meter is rendered inaccessible, you agree to make it accessible at your own cost. If access is not allowed we shall be obliged to obtain a legal warrant through the necessary parties to gain access to the premises.
- 7.3 Our rights under this section 7, and your obligations to pay, will continue even after the agreement has expired or been terminated.

## 8. RIGHT TO END THIS CONTRACT

- 8.1 You can end this contract by giving us notice as stated in Section 4 and arranging for an alternative supplier to take over the supply of energy to your premises in any of the following ways:
  - 8.1.1 By telling us in writing within 14 days from being told of any proposed price increase (other than in accordance with clause 4 above) during the Initial Contract Period or Extended Period of this contract, which will then end 28 days after you have told us. For the avoidance of doubt, this clause does not apply to the scheduled renewal of prices either way under the terms of this contract.
  - 8.1.2 By telling us in writing, at least 10 working days before you want this contract to end if you are permanently leaving the premises being supplied, in which case, you will be responsible for all on-going energy supply charges until a new owner or occupier becomes responsible for it.
  - 8.1.3 By telling us in writing during the Initial Contract Period or any Extended Period in which case it will then terminate at the end of the Initial Contract Period or Extended Period;
- 8.2 Written notice to us must be made to the address on your Application or to another address that we have told you to send such notices to.

- 8.3 When we have had notice from you under clause 8.1 above and another supplier has taken over the supply of Services to your premises we shall prepare a final bill or statement for you. Unless a Smart Meter is in place we may need to get a final meter reading for this.
- 8.4 When this contract has ended, you must pay our final bill within the period specified on it. We may ask you to pay any reasonable additional administration charges we incur if you do not do so.
- 8.5 We can end our arrangements under this contract with you by giving you not less than 28 days notice in writing should you break the terms and conditions set out herein, except where we are acting under clause 8.7 below.
- 8.6 We can terminate this agreement immediately if:
  - 8.6.1 You are no longer the owner or occupier of the premises;
  - 8.6.2 OFGEM directs another supplier to supply your premises;
  - 8.6.3 We have stopped supply of all Services in accordance with clause 7.
- 8.7 Both you and we can end this contract immediately if we are no longer licensed to supply Services at your premises.
- 8.8 If you provide notice of termination but fail to transfer your supply, you will enter a deemed contract and pay our Standard Tariff pricing (rates available at [www.dual-energy.co.uk](http://www.dual-energy.co.uk)).

## 9. LIMITATION OF LIABILITY

- 9.1 We are legally responsible if we or our agents kill or injure somebody (or cause somebody to be injured or killed) because we or they have been negligent. In all other cases, our legal responsibilities will be as follows:
  - 9.1.1 We will not be legally responsible if you suffer any loss or actual or expected profit, income, business contracts, production, goodwill or other financial loss, any indirect loss or damage, or any loss or damages if you have special circumstances, whether advised or not in advance of the potential for such losses;
  - 9.1.2 If the transporter or network operator is responsible for any loss or damage we will only be responsible to you for the amount we are entitled to recover from them on your behalf;
  - 9.1.3 We will not be responsible for any loss or damage due to you tampering with the connection point/meter.

## 10. STANDARD TERMS OF CONNECTION

- 10.1 Your local electricity distribution network operator has appointed us as an agent to obtain an agreement with you on standard terms of connection. We cannot start to supply you with electricity until that agreement is in force. You agree that, in entering into this contract with us, you are also entering into standard connection agreement with your local electricity distribution network operator, the terms of which we have brought to your attention (see below, "Standard Connection Agreement").

## 11. OTHER CONDITIONS WHICH APPLY

- 11.1 We may transfer all or part of this contract to another licensed utility supplier. Any such transfer may or may not be publicised.
- 11.2 Your rights and duties under this contract are personal to you, and you are not entitled to transfer the benefit or burden of it to another person or business without our written consent.
- 11.3 These standard conditions and the payment method, payment rate, and any other particular conditions set out in this contract are intended to regulate the rights and obligations between us. It is our policy not to make or accept changes or additions to the conditions as printed. However, our conditions reflect obligations imposed upon us by our licences to supply Services. You agree that we may change this contract to the extent necessary to reflect any relevant changes made by the government or OFGEM to those licences. We shall publicise any such changes as soon as we can.
- 11.4 We may stop or restrict the supply of a service to your premises as a result of an Act of Parliament or any regulation made under it, and while that law is in force you will refrain from using the service, or will restrict your use of the service, in accordance with our instructions.

- 11.5 Nothing in this agreement affects any statutory rights you may have under law.
- 11.6 If any provision of the agreement is declared to be invalid or unenforceable by any competent authority, such finding will not affect the validity of the remaining provisions of the agreement.
- 11.7 The courts of England and Wales shall govern this contract.
- 11.8 If a micro business consumer changes from being a micro business consumer during the contract, there will be no termination or variation of the terms of the contract.
- 11.9 You agree to tell us immediately if, at any time during this contract, you either become or stop being a micro business. Dual Energy will not be held responsible if we fail to treat you as a micro business, if this is caused by you not providing us with the information we need.
- 11.10 We may vary these terms and conditions at any time with or without any express notice. You agree that if you use the Services after the Services or the terms and conditions have been varied, you will be bound by the terms and conditions as varied.

## 12. SAFETY AND EMERGENCIES

- 12.1 If you are aware or are concerned about anything relating to the supply or distribution of electricity to you which you think may cause danger or require urgent attention or may affect the security availability and quality of service of the system through which you receive the supply please contact either your local distribution company or our enquiry service.

## 13. DISCLOSURE OF INFORMATION

- 13.1 Information you provide or we hold (whether or not under the agreement) may be used by us, our employees and/or agents or given to and used by other companies in our group to:
  - 13.1.1 Identify you when you make enquiries;
  - 13.1.2 Help administer any accounts, Services and products provided by our group now or in the future;
  - 13.1.3 Help us detect fraud or loss and to make credit checks;
  - 13.1.4 Keep you informed about other Services and products offered by our group and select third parties (to whom no data will be disclosed). If you prefer not to receive such information please tell us when you make your application or write to us stating that you do not wish to receive such information.

## 14. MICRO BUSINESS DEFINITION

- 14.1 Consumption does not exceed 100,000 kWh per year for electricity.
- 14.2 Less than 10 employees (or their full time equivalent) and annual turn or annual balance sheet total does not exceed 2 million Euros.

## 15. DEEMED CONTRACTS

- 15.1 A deemed supply contract applies when you move into premises where Dual Energy is the incumbent electricity supplier, and you have not actively agreed a formal supply contract with us. The Service Start Date will be taken from the date of new occupancy confirmed by you through the appropriate proof of tenancy/ownership. If the site remains vacant and no new tenant takes up occupancy, the landlord shall be liable for the supply and all associated charges under deemed contract. In such circumstances you will be placed on our 'Standard Tariff' (rates available at [www.dual-energy.co.uk](http://www.dual-energy.co.uk)) until such time you agree a formal contract with us, or you switch electricity to an alternative supplier.
- 15.2 From the Service Start Date you will pay Dual Energy the charges for supply used in accordance with the appropriate Tariff and the charges outlined in clause 5. We may also request a Security Deposit from you in accordance with the provisions of clause 6.

- 15.3 If information for charging purposes under the Deemed Contract is not available for whatever reason or is inaccurate, or where the meter has not been read immediately before the Service Start Date, Dual Energy shall be entitled to make a reasonable estimate of charges and provide you with an estimated bill which you must pay in full within 14 days of the date of invoice.
- 15.4 We may end the Deemed Contract and/or disconnect your supply of electricity at any time on giving you notice to that effect:
  - 15.4.1 If you fail to set up a valid Direct Debit Instruction or alternative payment method exceptionally agreed by us within 28 days of the Service Start Date;
  - 15.4.2 If you fail to pay a Security Deposit within 28 days of the Service Start Date;
  - 15.4.3 If you fail to pay any amount due to us by the date upon which such amount was due;
  - 15.4.4 If you are using electricity for a different purpose than that for which we agreed to supply it;
  - 15.4.5 If you become insolvent, go into liquidation, receivership or administration or compound with your creditors;
  - 15.4.6 If you take electricity at the premises at a level in excess of the maximum amounts which you are entitled to take through the connection point.

## 16. STANDARD CONNECTION AGREEMENT

The electricity you receive from your electricity supplier will be delivered, using the distribution network run by your local network operator. To receive a supply of electricity you require both: A connection agreement with your local network operator to maintain the connection of your premises to the network; and A supply contract with your electricity supplier. Your electricity supplier has been appointed as the agent of your local network operator to obtain a connection agreement with you on these standard terms. When you enter into your electricity supply contract, you are also entering into this connection agreement with your local network operator.

### 1. Interpretation

In this agreement the terms “we”, “our” and “local network operator” mean, for each connection to a network through which you are supplied under your electricity supply contract, the electricity distributor which owns or operates that network. “authority” means the Gas and Electricity Markets Authority (otherwise known as OFGEM).

### 2. Existing terms

Any existing terms applying to your connection to our network (except for another standard connection agreement) will apply instead of this agreement to the extent that they are inconsistent with this agreement.

### 3. Duration of this connection agreement

This agreement takes effect from the time that your electricity supply contract takes effect and will continue (even if your electricity supply contract ends) until it ends under Clause 11 below).

### 4. Connection to our network

Your premises will remain connected to our network in accordance with the provisions of the Electricity Act 1989, any other legal requirements that apply from time to time, and the terms of this agreement.

### 5. Network Constraints

Our obligations under this agreement are subject to the maximum capacity and any other design feature of your connection. In accordance with existing legal rules, you must contact us in advance if you propose to make any significant change to your connection, electric lines or electrical equipment, install or operate generating equipment or do anything else that could affect our network or require alterations to your connection.

### 6. Delivery of electricity

We do not guarantee that we will deliver electricity through our network at all times or that electricity delivered through our network will be free of brief variations in voltage or frequency.

### **7. Cutting off your supply**

We may cut off the supply of electricity to your connection where we are entitled to do so under the general law. We may also cut off your supply of electricity where we are required to do so under your electricity supply contract or the electricity industry arrangements under which we operate.

### **8. If something goes wrong**

If we fail to comply with any term of this agreement, or are negligent, you may be entitled under the general law to recover compensation from us for any loss you have suffered. However, we will not be required to compensate you for loss caused by anything beyond our reasonable control, or for any indirect, consequential, economic or financial loss (including losses of revenue, profit or opportunity, wasted expenses or loss of contract or goodwill) other than where you are entitled to recover compensation for such loss under the general law in relation to death or personal injury.

### **9. Business customers**

If the electricity supplied to your premises is used wholly or mainly for business purposes, each of us will only be liable to the other in accordance with the limitations of Clause 8 and up to a maximum of £10,000 per calendar year.

### **10. Changing this connection agreement**

The terms of this connection agreement will be changed automatically to incorporate any changes which are approved by the Authority. Any change which is approved will be announced in at least three national daily newspapers and will take effect from the date stated in those announcements. Either of us may ask the other to accept a change to any part of this agreement at any time if either believes the change is needed because of the nature of your connection or because this agreement is no longer appropriate. (It is unlikely that we will propose any changes unless your connection is at high voltage, you have generating equipment or there are other special features.) If a change is proposed under this clause, and cannot be agreed between us within 28 days, either of us may ask the Authority to decide whether or not the change should be made.

### **11. Ending the connection agreement**

This agreement will end in relation to a connection when one of the following occurs:

- you permanently stop having electricity delivered through that connection;
  - you no longer either own or occupy the premises at which that connection is situated; or
  - any circumstances arise which legally entitle us to cut off your electricity supply to that connection and we write to you advising you that this agreement is ended.
- The ending of this agreement will not affect any rights, remedies or obligations which may have come into being under this agreement and Clauses 8 and 9 will continue to apply to these rights, remedies and obligations.

### **12. Transferring this connection agreement**

You are not entitled to transfer this agreement to another person without our consent.

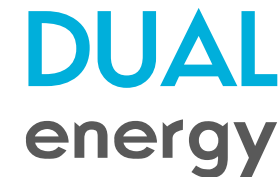
### **13. Providing information**

You must provide us with any information we request in relation to the nature, or use by you, of electrical equipment on your premises. We will only ask for information that we need in relation to this agreement or the Distribution Code that applies under our Electricity Distribution Licence.

### **14. Supply characteristics**

The electricity delivered to your premises through the network will normally be at one of the voltages stated below and will have the frequency, number of phases & margins of variation associated with it:

- Connection voltage & permitted variations: at 400/230, 460/230 and 230 volts, plus 10% or minus 6%
- Number of phases of supply; at 400/230 volts, three; at 460/230 volts and 230 volts, one; and
- Frequency of supply and permitted variations; at all voltage levels, 50 hertz, plus or minus 1%.



**Business Electricity Terms & Conditions - Last Revised April 2014.**