



Contract Terms and Conditions for the supply of gas and electricity by Kensington Power Limited to Small & Medium Enterprises and Micro-Businesses

A. Your Obligations

1. Kensington Power Limited is licensed to **supply gas** and **electricity** to non-domestic and domestic premises. Kensington Power Limited has appointed Yu Energy to act as its agent for its supply business operations and Yu Energy will deal with all supply business issues for Kensington Power Limited's current and prospective energy supply customers.
2. References to **we**, **us** or **our** means Kensington Power Limited and **Yu Energy** and **you** or **your** means the person or business being supplied or intending to be supplied by us. Words and phrases highlighted in bold type are defined in the glossary.
3. You agree and understand that this **contract** is legally binding, whether you entered into it or an agent or representative acting on your behalf entered into it and you must carry out your obligations. In advance of the contract you have confirmed that:
 - a. you are the owner or occupier of the **site** or you have the authority to enter into a contract to purchase energy for the site;
 - b. the site is connected;
 - c. the site qualifies as business, or predominantly business premises (including landlords or housing agents/associations buying all or some energy for domestic premises);
 - d. there is no other contract or arrangement that prevents you entering into this contract with us or which will prevent us from becoming registered as your energy supplier by the proposed supply start date, including unpaid debts or any disputes with your current supplier;
 - e. you are, or are not, a **micro-business**;
 - f. you have completed your verbal agreement with us and you have confirmed that you accept this contract for us to supply you with gas and/or electricity.

and that you will provide:

- g. a completed direct debit form, if you have not completed one during your verbal contract;
- h. suitable credit references and security cover, if requested by us;
- i. a completed VAT declaration form, one is included in your welcome pack if you are eligible for an exemption or discount from the full rate of the climate change levy (in line with Schedule 6 of the Finance Act 2000). You must complete this form and send it back to us to qualify for a VAT reduction;
- j. at least two contact details, being a phone number and an e-mail address to which all correspondence will be sent. You must provide replacements to these details if and when they change during the contract;
- k. your preferred billing address and/or correspondence address and replacements to these details if and when they change during the contract;
- l. your best estimate of the amount of gas or electricity (or both) you expect to use for each site each year if requested; and
- m. a meter reading or meter readings, as necessary and you must send photographic evidence if we ask for it.



4. We may carry out credit checks before agreeing to supply you, including credit searches with credit reference agencies who may keep records of our search.
5. If your business is not a company (for example a partnership or joint venture) you and the other partners or officers in the business shall be jointly and severally liable for keeping to this contract. For instance, this means that we may seek full payment from any partner or officer for unpaid charges.
6. Where appropriate we may seek a Directors' Guarantee to enable us to recoup any outstanding amounts owed to us directly from a company's Directors if we consider it likely that, over the course of the contract, the company may not be able to pay its energy charges to us in full. A Directors' Guarantee form is included in your welcome pack and you must complete this and return it to us within 7 days.
7. If at any time you do not carry out your responsibilities as outlined in this Section we may cease providing you with energy and we may disconnect the metering point and the site.
8. These terms and conditions also apply if the contract is extended beyond its end date, if we continue to supply you after your contract has ended or if you are a deemed customer.

B. Contract Form

1. The contract is between us and you and these **terms and conditions** apply to all new contracts sold from **1st September 2014** for the supply of gas or electricity to business premises and if we continue to supply you after your contract has ended or if you are a deemed customer. These terms and conditions cover:
 - a. 12-month fixed price contracts billed quarterly based upon your actual and/or estimated gas or electricity usage. Monthly payments will be collected in advance and held on account in accordance with Section E.
 - b. **Default rates**, where you do not comply with the payment terms of the contract. We will set a default rate that will apply until such time as you return to the payment terms required by the contract.
 - c. **Extended tariffs**, where an existing contract has expired and a new contract has yet to be agreed by you. Payments for actual usage, or deemed usage in the absence of monthly data, will be collected monthly and reconciled in quarterly bills.
 - d. **Deemed tariffs**, where you are a deemed customer and there is no current or recent contract between you and us for the supply of gas or electricity to the premises. Payments for actual usage, or deemed usage in the absence of monthly data, will be collected monthly and reconciled in quarterly bills.
 - e. **Renewal rates**, where new rates will be applied to your contract if it is extended for a further 12 months period.

The specific details of your contract, details about your site or sites, the contract term, prices and the contract renewal process, including your Contract End Date are included in your welcome pack that you receive shortly after your verbal agreement along with these terms and conditions.



C. Registering as Your Supplier

1. We will supply energy to you under this contract provided that we can confirm the address of each site **supply point, MPAN** and/or **MPRN** and that there is nothing to prevent us being registered as your supplier.
2. When necessary, you will help us become registered as your supplier including arranging for any **transfer objections** to be lifted, if we ask you to do so. We will apply for your energy supply to be transferred up to three times before cancelling your **transfer** to us.
3. After you have contracted with us via verbal or written contract you will not try to extend your existing contract with your current supplier, agent or representative or enter into a new contract with another supplier after you have completed your verbal agreement.
4. In the event that we are delayed in registering as your supplier we will not be liable for any loss you suffer as a result. If we are unable to complete registration because of your failure to fulfill any aspect of conditions C.1 . C.3 we may charge, and you may be liable for, a **cancellation fee** and/or a **termination fee**.
5. You agree that if we are delayed in registering as your supplier you will cover any costs and losses we have as a result of the delay. If this happens we may issue you with a separate bill which you must pay immediately or we may adjust the charges you must pay.
6. When we have been registered as your supplier we may prevent you moving any site covered by this contract to another energy supplier if the transfer does not include all related metering points that must be transferred together (electricity only).

D. Contract Start and Renewal

1. We shall supply energy to the supply point at each site from the **supply start date** on the terms of this contract and as required by the regulations made under the **Acts**.
2. The contract shall be on these terms and conditions only. The verbal agreement will be taken as your agreement to, and acceptance of, these terms and conditions. This contract shall, unless terminated in accordance with this contract, remain in force for at least the **contract term**.
3. During the contract we will ask you to provide meter readings at the end of each month and, if requested, you must provide photographic evidence. These will ensure that you are only billed for the energy that you use and any reads you provide will be used in your next quarterly statement. Failure to do this will result in your usage being estimated.
4. We will send you a written **renewal reminder** at least 115 days before the end of the initial contract, or any subsequent extension to it. This notice will constitute the **statement of renewal terms** and the renewal prices.
5. This contract will continue for successive extension periods of no more than 12 months unless we or you give to the other not less than 120 - 90 days written notice to terminate your contract from your Contract End Date. The contract will then end of the current contract or extension period.



6. If you have not already informed us within your termination window between 120 . 90 days from your CED of your intentions then we will at our discretion renew your contract for a further 12 months fixed period at rates sent to you in your renewal reminder, this is to help prevent you going onto our extended tariff rates which would be much higher.
7. If we supply you with electricity under this contract, you are also entering into a standard connection agreement for your electricity with your local electricity **network operator**, where your supplier means us (there is no similar agreement for gas).

Your supplier is acting on behalf of your network operator to make an agreement with you. The agreement is that you and your network operator both accept the **National Terms of Connection (NTC)** and agree to keep to its conditions. This will happen from the time that you enter into this contract and it affects your legal rights.

8. You are responsible for agreeing your profile class and capacity charges with your local electricity network operator.
9. We shall have the right to object to you transferring to another supplier if:
 - a. changing supplier would put you in breach of any part of this contract and its legitimate extension;
 - b. you have not paid all the charges due under this contract;
 - c. the new supplier agrees with us that that the transfer was started in error.
10. Where you serve notice of termination but the site is not transferred to a new supplier within 24 hours of the end of the contract term, we will set prices at the prevailing extended tariffs until your transfer has happened. We shall be entitled to disconnect the supply at any time after the date of termination.

E. Charges and Payment Terms

1. You must pay for all energy we supply to you. All payments to be made by you to us under this contract shall be made by direct debit. No other payment will be accepted unless agreed by us in advance and in writing. You will incur an extra charge if you do not pay by direct debit.
2. Your welcome pack will indicate your unit rate(s) and standing charge. If your energy use changes from the level you provided when we agreed the contract then your direct debits will change accordingly.
3. We will estimate your energy use for any month and collect monthly payments in advance. We will send you a payment notification by e-mail 14 days before the payment is to be debited from your account. The timing of your first DD collection will differ slightly depending when your account goes live. No collections will be made until your account is live.
4. The amounts you pay for your gas and electricity will vary on the payment option you have selected.



The seasonal option will mean that amounts you pay will vary depending upon the time of year, the amounts will be higher in the winter and lower in the summer.

The fixed option will mean the amounts you pay will be the same each month, with the exception of the month in which you go live.

5. Payment will be collected on the 1st, 10th or 20th of each month, (or next working day) for that month's energy use. This will be a payment on account. Payments will vary each month in line with your use and/or estimated use of energy.
6. For customers who go live between the 1st and 9th of the month, the collection date will be the 1st of the month. Customers who go live between the 10th and the 19th of the month, the collection date will be the 10th of the month, and for customers who go live between the 20th and the end of the month, the collection date will be the 20th of the month. All future payments will be in accordance with E4.
7. Your energy use and estimated use will be derived from any meter readings we have received from you, our meter agents or direct from your meter, your annual demand as provided to us during the transfer process and by applying standard industry profiles for the relevant period. Initially we will base our estimates of your energy use on industry data for the site (this is what your contract price was based upon). As we acquire meter reading data we will seek to reflect these reads in our estimates of your energy use and your monthly payments.
8. A bill will be sent out quarterly showing the usage for that quarter, any payments collected in that period and any outstanding balance for that quarter.
9. Should you wish to have your meter read included on your quarterly bill, you must submit the read no later than the 26th of the month in which your bill is due. Your first bill will be produced 3 months after you go live with Yü Energy, at the end of that given month. You will be billed up to your meter read, and the remainder of the period to the end of the month will be estimated. If no read is given by the 26th, then your quarterly bill will be billed using estimates. This is a recurring cycle for the duration of your contract.

For example if you go live with Yü Energy on the 10th January 2014, your 1st quarterly bill is due on or around 30th April 2014, your meter read must be submitted no later than 26th April 2014. You will be billed up to your meter read, and the remainder of the period to 30th April 2014 will be estimated.

10. If you have a credit balance on your account we may retain this credit and include this in future bills. If as a result of an actual read the credit balance exceeds £500 you may ask for all, most or part of this to be paid to you. We may also retain this balance and use it as security cover if any direct debits have not been paid on time, if your credit rating has changed in the last six months or if your contract is ending or has ended and we are awaiting a closing read to settle your account.
11. Charges in this contract are exclusive of **VAT, climate change levy** and any other tax, levy, duty or charge You shall pay to us the amount of any United Kingdom tax or duty on gas or electricity on the processing, sale or supply of gas or electricity which is payable by us in respect of the gas or electricity.



12. If you dispute any statement, bill or invoice you must still pay it in full. If an estimated bill is not accurate we will try to make appropriate adjustments in the first bill we send you after we have taken an actual reading or we know the correct amount of energy you have used.
13. During the course of your contract we may impose the following additional charges if the events described below occur:
- (a) if your direct debit request is returned unpaid we may charge you a **default fee**;
 - (b) if your direct debit instruction is cancelled we may charge you a **cancellation fee**;
 - (c) if we have to send you a payment reminder we may charge you an **administration fee**;
 - (d) in the event of outstanding payments we may apply interest charges at a rate 8% above the Bank of England's base rate.
 - (e) in the event that we instigate a site visit for the purpose of:
 - (i) establishing your current trading position; and
 - (ii) obtaining an independent meter reading to allow reconciliation of your account;we may charge a **meter examination fee** which shall be included on the statement, bill or invoice issued by us subsequent to such site visit.
 - (f) We will inform you of our intended visit and if you fail to allow us access to the site at the time of our visit we may charge you a **missed visit charge**.
 - (g) if you fail to pay any amount owing to Yu Energy when requested to do so, a late payment fee of £75 will be added to your account. If the debt is still not paid we will take any action deemed necessary to recover monies owed. This will include legal action or referral to a Debt Collection Agencies. All costs arising from such actions will be charged to the customer including but not limited to late payment interest, late payment charge and any fee and/or percentage fee charged by the Debt Collection Agency.
14. You confirm that the information you or your representative or agent gave to us when we agreed your energy supply contract was correct and there is no important information that you have failed to give us. You acknowledge that we relied on this information when we agreed to provide you with energy under this contract. If this information is not correct (including information about the meter, how much electricity or gas you estimate you will use in a year, your profile class or capacity charges) we may alter our charges to take account of this.
15. If you, your representative or agent or anyone else (including your distributor) gives us incorrect information about the meter, how much energy you are expected to use in a year or your profile class we will not have any liability to you for this information, or for any costs or losses resulting from this information being incorrect.
16. Any money you owe to us for a supply of energy for any period before the supply start date of this contract will be treated as owing to us under this contract.
17. If we consider the amount of gas or electricity supplied or likely to be supplied in any month is significantly less than the quantity anticipated when we agreed the contract with you, you may be charged the **unrecovered 3rd party charge**.



18. When we buy electricity from renewable sources or good-quality CHP we will not charge you climate change levy on that part of your supply, but you will have to pay a **renewable charge**.
19. If we receive a payment from a distributor or other organisation relating to a loss you have suffered, we will pay you that amount as soon as reasonably possible.

F. Security Cover

1. We shall be entitled to require that you provide security cover of such amount as we consider appropriate.
2. If we agree to you providing cash as security cover we will return any balance after deducting any monies due to us and any additional administrative costs we have incurred, once you have transferred to a new supplier and following receipt of a written request from you for the return of the security cover.
3. In the event that we believe you have suffered a material and adverse change in your financial standing we may require you to provide, or increase any existing, security cover. This requirement will be notified to you in writing and shall specify the form acceptable to us. The notice will also specify the timing of the requirement and failure to comply shall be treated by us as a material breach of this contract.
4. We will not pay you interest on any cash provided as security cover.

G. Contract Termination

1. You may not terminate this contract before the end of the contract term or any extension of this except when:
 - a. **Business closing**: you are about to **stop trading** at the site and you have notified us in writing that you wish to have the site isolated or **de-energised**, whereupon the appropriate isolation or de-energisation fee will be payable by you to us;
 - b. **Change-of-tenancy**: you are to vacate the site and you have provided to us, in writing, the details of the new owner or occupier and a final meter read. Without this information we may continue to invoice you for all gas or electricity supplied to the site until the termination of the contract even if you cease to be the owner, tenant or occupier of the site.
2. Irrespective of whether you are a micro or non-micro business you can only submit termination between 120-90 days from your contract end date. This will not change the contract end date, but the contract will not be extended beyond this date.
3. If you have appointed a representative or agent to act on your behalf in relation to this contract you must send us a letter of authority on your company stationery. However, we will not accept any contract termination notice from a representative or agent and any termination notice must come from you.

- 4 If we are concerned that the letter of authority may not be genuine, we will contact you. We may refuse to deal with your agent or representative until you have confirmed that the letter is genuine. You must tell us in writing if you want us to stop dealing with your representative or agent or if you want us to deal with a different representative or agent (by providing us with a new letter of authority).
- 5 You will be liable to us for everything your agent or representative does or does not do, including any failure to make payments when they are due.
- 6 If we have any concerns with the way your representative or agent is managing your account we will contact you.
- 7 If you decide to switch supplier after your contract has expired you must give us at least 28 days notice, either by writing us a letter or sending us an email.

We can prevent your transfer to another supplier:

- i. During any fixed period of your contract or in your ~~Extended Tariff~~ notice period, which is 28 days;
 - ii. The new supplier agrees with us that the transfer was started in error; and
 - iii. If you have bill arrears or if you owe us any charges, including Green Deal charges.
- 8 For the avoidance of any doubt you should, whenever possible, give us no less than fourteen days notice of your ceasing to be the owner, tenant or occupier of the site. Failure to notify us of your vacating the site may lead to additional charges to recover our increased administrative costs and any early termination fees that may apply.
- 9 The contract will end if we no longer are licensed to supply energy or we no longer fulfill those industry agreements that are necessary for us to be able to supply energy or because a supplier of last resort direction in respect of the site or sites supplied under this contract is awarded to another supplier.
- 10 In the event of a material breach of the contract by you or us the other may end the contract by giving written notice. Such notice comes into effect immediately if the party in breach has failed to remedy the breach within a reasonable period of being asked to do so, where the reasonable period is likely to be between seven and twenty one days depending upon the nature of the breach.
- 11 Any insolvency, voluntary arrangement for the benefit of creditors, receiver, administrator, administrative receiver or bankruptcy order will lead to immediate termination of the contract.
- 12 After termination you will be liable for any charges for energy consumed before termination at the charges under the contract and any energy used after termination at the extended tariff level. We will be able to recover those sums owed to us for energy or costs incurred while the contract was in place or until the site is registered with another supplier.
- 13 We may charge you an **early termination fee** if this contract ends prematurely because you have failed to fulfill your obligations set out in these conditions. This termination fee may include the costs of any disconnection and any other costs we incur, including losses on the energy we would have supplied to you and the wholesale market price we could obtain for that energy.

H. Measuring Your Energy Use

1. The gas or electricity supplied by us shall be measured by a **meter** and the reading shown on the meter shall be evidence of the volume of gas or electricity consumed under this contract by you, unless the meter is found to be registering incorrectly to a degree exceeding that permitted by relevant regulation.
2. The amount of gas consumed in energy terms shall be calculated using standard industry methods referred to in the Gas Supplier's Licence, as issued by The Gas and Electricity Markets Authority. In accordance with Paragraph 2 of Schedule 7 of the Electricity Act it is agreed that the meter for electricity need not be certified.
3. We shall try to obtain at least one actual reading from the meter in any two-year period. The remaining periodic readings may be estimated by us for the purposes of calculating charges payable by you. You undertake to ensure (at your sole expense) that access is made available to the metering point(s) during normal business hours, at times to be agreed, when required by us or our agents.
4. You shall provide a meter reading immediately to us on entry to and on vacating the site. If readings are not provided we will impose suitable readings and these will be the basis for our calculations, using any available data we hold and including (if available) historical meter readings from your previous supplier.
5. We will ask you to read the meter and to tell us the reading to us every month or to send us a photograph of the meter reading. If you fail to provide a reading over a long period we may have to arrange for one to be undertaken on our behalf and we may charge you any additional costs we incur.
6. You shall remain responsible for your equipment and shall ensure that it is maintained in good working order and condition at all times and you shall also be responsible for any physical damage or damage due to overloading to your equipment and our equipment (unless such physical damage or damage due to overloading is caused directly by us).
7. If the amount of energy you use is higher than the industry requirements for your profile class or the amount of energy your metering point is registered to receive, you must pay for any necessary upgrade to the meter or the connection to the network operator's system.
8. We do not guarantee the accuracy of any data provided to you and we are not liable for inaccuracy of this data.
9. We or you may, at our/your own option and expense, install and operate measuring devices to check the meter provided that such devices do not interfere with the operation of the meter.
10. You may at any time, by giving reasonable notice in writing, request us to arrange that the meter be verified for accuracy. If a verification check shows that the meter is within $\pm 2\%$ of accuracy, the costs of the verification check shall be paid by you. If the meter is outside these limits we will pay the cost of the verification check.



I. Access to Your Meter

1. You shall permit access to the meter as is reasonably required for the purpose of reading, inspecting, testing, repairing, renewing or verifying its accuracy. If access is denied by you then we will be entitled to charge you any costs arising from the visit.
2. You authorise us and our agents to enter each site at all reasonable times, after giving you written notice, to disconnect or cut off your supply.
3. You must ensure that you and your partners, employees and agents do not do anything that might prevent or make it difficult for us or our agents from entering the site.

J. Safety

1. We will take reasonable steps to keep supplying you but we cannot guarantee an uninterrupted, unreduced or unimpaired supply of gas or electricity on a continuous basis and we give no warranty or undertaking nor should any such be implied in this regard.
2. In this context such supply will be in accordance with regulations made under Section 16 (1) of the Gas Act 1986 with regard to pressure, purity and uniformity and the Electricity Supply Regulations 1988 with regard to permitted supply variations.
3. Our supply to you does not mean or imply that your installation and equipment is adequate and we accept no responsibility for ensuring their adequacy, safety and suitability.
4. You will immediately notify any gas leak to the appropriate emergency contacts as identified or amended by us. The appropriate telephone number is 0800 111 999 unless otherwise notified.

K. Deemed Contracts and Deemed Customers

1. When a customer that is using energy has not entered into a supply contract with the site's registered supplier they are deemed to have entered a contract. Deemed contracts allow suppliers to recover their charges for energy from such deemed customers.
2. In the event that you are being supplied by us under a deemed contract you can terminate this contract by providing us with not less than 28 days prior written notice, such notice to be sent to us by e-mail or by post to:

Yu Energy
CPK House
2 Horizon Place
Nottingham Business Park
Mellors Way
Nottingham
NG8 6PY

e-mail: info@yuenergy.co.uk



3. Charges will be calculated and applied from either the date of the last meter reading as available or as reasonably estimated by us (unless otherwise agreed between you and us) and shall be as notified to you from time to time or as amended by us.

L. Confidentiality

1. We will use the information you give us, or which we legally receive from someone else, to set up and manage your energy account with us. We may share information with all relevant industry organisations based on agreed industry processes.
2. Otherwise, you and we shall not disclose to any third party or make use of any confidential information that has come into its possession in the course of this contract without the prior written consent of the other party nor shall it disclose to any third party anything contained in this contract. This restriction shall continue to apply unless and until such information comes properly into the public domain through no fault of you and/or us. The obligations of this condition continue whether the contract has been terminated or not.
3. If you provide a mobile phone number or e-mail address (or both) we may use the information to send you messages about our service, your account or this contract, including how to renew this contract or other offers.
4. If we object to you transferring to a new supplier because you owe us money we may tell the other supplier about your debt with us.

M. Green Deal Premises

1. If a site we supply under this contract is or becomes green deal premises, Section M will apply.
2. You have a legal responsibility to pay the green deal charges for the site you occupy or own (if the site is empty) and these charges must be paid whether you take energy or not. We have a legal duty to collect these charges and pass them on to your green deal provider and we must recover any unpaid green deal charges in the same way as we try to recover any energy debt you owe us.
3. Whilst we are registered as your supplier we are responsible for billing and collecting green deal charges. Your green deal charges will be included in your electricity account (even if the improvements relate to your gas supply) and you must pay these in the same way as you pay for your electricity (direct debit) and you cannot choose to pay by a different method.
4. If you do not pay all the charges we bill you for we must allocate your payments equally between the charges due to us under this contract and your green deal charges.
5. Your green deal provider can take legal action to recover outstanding green deal charges from you if we stop recovering green deal charges from you.
6. We will continue to bill and collect green deal charges until your green deal provider tells us to stop. If you pay more green deal charges than you should your green deal

provider is responsible for refunding any overpayments to you, unless we have billed you in error.

7. We may object to you transferring to another supplier if you owe any green deal charges, unless we are aware that you are involved in a genuine dispute with your green deal provider. We may seek or increase our security cover requirements to take account of your green deal charges.
8. We must help maintain the central charge database and keep it up to date. This includes:
 - i. your details as the site occupier or owner and the person responsible for paying the green deal charges;
 - ii. your meter number, account number, green deal plan identification number;
 - iii. access to this data for entitled parties, including industry bodies, other suppliers and green deal providers and their agents.
9. We are not liable or responsible for the work the green deal provider has carried out for you, or any estimate of the possible energy savings that your green deal improvements may achieve. If you have any questions about the energy efficiency improvements, your green deal charges, energy savings or your green deal plan you should contact your green deal provider.

N. General

1. These terms and conditions are subject to changes to the Acts, any other primary legislation, secondary legislation, or any law, regulation and industry agreements, standards, codes or licence conditions. We will publish revisions to these terms and conditions on our website (see www.yuenergy.co.uk) and you should check the terms and conditions regularly for any changes. We will only notify you of changes and their effective date via our website.
2. All communication that you send to us under this contract must be delivered in person, by first class mail or by e-mail to the addresses provided in our statement of renewal terms or, in the case of deemed contracts, to the addresses in K.2. We will not accept any communication from third party intermediaries on your behalf.
3. You will not assign novate or transfer your rights or obligations under this contract without our prior written consent. We may sub-contract, assign, transfer or novate any (or all) of our rights or obligations under this contract at any time without notice to you.
4. A waiver of any breach will only be valid if it is in writing and any waiver is without prejudice to any other or future breach.
5. If you break any of the terms of this contract we will have the right to take action against you. If we decide not to take action this does not mean that we will not take action if you break the same or any other terms of this contract in the future.
6. All correspondence will be sent to the e-mail address given by you during your verbal agreement. Other forms will incur a charge of £7.50 per correspondence.



O. Glossary

1. In these terms and conditions:

Acts means the Gas Act 1986 and/or the Electricity Act 1989 (as appropriate) as amended by the Utilities Act 2000 and as amended or supplemented from time to time.

Administration Fee is the charge we will apply to your account when we have to send you a reminder for payment. The fee may vary but is currently set at £25.

Cancellation Fee means the charge we will apply when your direct debit instruction is cancelled. This fee may vary but is currently set at £75.

Climate Change Levy (CCL) is the tax payable by industrial and commercial companies for using gas or electricity as set out in Schedule 6 of the Finance Act 2000.

Contract shall mean the supply contract between you and us incorporating the terms and conditions. The contract applies even when existing contracts have lapsed if no new contract has been agreed between you and another energy supplier, although prices may change at the end of the initial contract period. In the case of deemed contracts this contract will apply even where a supply contract has not been agreed between you and us. We will take all reasonable steps to provide the principal terms and conditions in writing to you to the address (or e-mail) provided by you, within 10 working days of the contract being agreed.

Contract Term shall mean any period beginning on the contract date and ending on the next anniversary of the supply start date.

Deemed Tariffs means the arrangement deemed to be in place when a customer that is using energy has not entered into a supply contract with the site's registered supplier.

De-energisation means the physical disconnection of energy supply at the site.

Default Fee means the charge we will apply when your direct debit request is returned unpaid. The fee may vary but is currently set at £75.

Default Rates are the charges for energy that we will apply to your energy usage when you have not complied with the payment terms of the contract. These rates will always be higher than your contract rates.

Early Cancellation Fee is the fee levied on you to recover our reasonable costs and losses incurred when the registration of us as your supplier is delayed or cancelled for each supply point.

Early Termination Fee is the charge we will apply if your contract is terminated before the renewal date. The fee recovers the remaining cost of supplying your gas and/or electricity under this contract.

Electricity shall mean all electricity supplied to the customer by us in accordance with this contract.



Extended Tariffs are those prices that will be charged when your contract has expired and you are still taking energy supply from us. These tariffs will normally be higher than contract rates.

Gas shall mean all natural gas supplied to the customer by us in accordance with this contract.

Late Fee means a charge applied when the amounts due are not paid by you by the due date. The fee is in addition to the outstanding charges and will be equivalent to 10% of the amounts due or £500, whichever is lower.

Meter shall mean the measuring equipment installed at or near the supply point at each site.

Meter Examination Fee is the additional charge levied to recover the costs incurred by us or our agents when requesting and making a site visit. The fee is currently set at £50 but, if exceptional costs are incurred, the fee may reflect the specific costs of a visit.

Micro-business means a customer at other than domestic premises which meets one of the following conditions:

- employees fewer than 10 employees and has an annual turnover or balance sheet no greater than 2 million, or
- uses less than 293,000kWh of gas a year;
- uses less than 100,000kWh of electricity a year.

Missed Visit Charge is levied when an engineer's visit has been arranged with your knowledge but you fail to allow access. The fee may vary but is currently set at £50.

MPAN means the meter point administration number given to each electricity meter.

MPRN means the meter point reference number given to each gas meter.

National Terms of Connection (NTC) means a legal agreement that sets out rights and duties relating to the connection at which your network operator delivers electricity to, or accepts electricity from your home or business. If you want a copy of the NTC or have any questions about it, please write to:

*Energy Networks Association
6th floor
Dean Bradley House
52 Horseferry Road
London
SW1P 2AF
Phone: 0207 706 5137*

Website: www.connectionterms.co.uk

Network Operator means the company licensed to operate the electricity distribution network in your area.



Renewable Charge means an amount equivalent to the prevailing Climate Change Levy. In 2013/14 that is 0.524p/kWh and in 2014/15 it will be 0.541p/kWh.

Renewal Date is the day on which the initial contract term or an extension to this contract ends.

Renewal Reminder means a notice sent to customers in advance of the renewal date incorporating the charges that will apply during any extension period.

Site shall mean the location at which you carry on your business and which is identified in the recordings and within the contract. The site may be amended from time to time by agreement in writing between us.

Statement of Renewal Terms means a written statement explaining the process for contract renewal and termination. We will send you the statement when you enter into a contract, when your contract is extended and, if you have not indicated your intention to terminate the contract, when we send you a renewal reminder 115 days prior to your Contract End Date.

Stop Trading means when a business is about to, or has, ceased to trade at the site.

Supply shall mean the provision of gas or electricity in accordance with this contract.

Supply Point shall mean the point of connection between the licensed network and your apparatus or equipment.

Supply Start Date shall mean the date agreed by the parties in the recording and or within the contract. If no date is specified we will subsequently notify you of the effective supply start date.

Termination Notice means a written notice from you to us indicating that you do not want us to renew your contract or you want to change your supplier after your Contract End Date. This notice must be 120 - 90 days from your contract end date.

Terms and Conditions shall mean the standard terms and conditions of supply set out in this document together with any special terms accompanying this document.

Transfer means the change of registered supplier for the site.

Transfer objections occur when a supplier seeks to prevent a customer changing its supply from the objecting supplier to another. These objections can be made because:

- (a) the supplier's contract includes a term that allows the supplier to prevent the transfer;
- (b) the transfer was initiated in error; or
- (c) because all related metering points are not to be transferred at the same time (electricity only).

Unrecovered 3rd Party Charge shall mean the charge that we may pass on to you, as notified to you from time to time. The charge recovers those fees and associated expenses



levied upon us but which are unrecovered in the prices we charge you when your gas or electricity usage falls significantly below those levels anticipated when the contract was agreed.

VAT means value added tax, described in the Value Added Tax Act 1994.

yu Energy is the agent of Kensington Power Limited.

Additional charges

Administration Fee	£25
Cancellation Fee	£75
Correspondence by post	£7.50
Default Fee	£75
Early Cancellation Fee	Customer specific
Early Termination Fee	75% of outstanding energy not consumed
Late Fee	10% of the amount due, or £500
Meter Examination Fee	£50
Missed Visit Fee	£50